

**AN ORDINANCE** approving FACILITIES INTERCONNECTION AGREEMENT between Northern Indiana Public Service Company, LLC ("NIPSCO") and the City of Fort Wayne, Indiana by and through its Board of Public Works.

**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

**SECTION 1.** That the FACILITIES INTERCONNECTION AGREEMENT between NIPSCO and the City of Fort Wayne, Indiana by and through its Board of Public Works, is hereby ratified, affirmed, and approved in all respects, respectfully for:

INSTALLATION OF A NEW POINT OF INTERCONNECTION BETWEEN THE NORTHERN INDIANA PUBLIC SERVICE COMPANY (NIPSCO) DISTRIBUTION FACILITIES AND THE CITY UTILITIES RENEWABLE NATURAL GAS GENERATION FACILITIES. THE FACILITY SHALL BE DESIGNED AND CONSTRUCTED BY NIPSCO;

involving a total cost of FIVE MILLION ONE HUNDRED SEVENTY-EIGHT THOUSAND FIVE HUNDRED SIX and 43/100 Dollars (\$5,178,506.43). A copy of said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

**SECTION 2.** That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

\_\_\_\_\_  
Council Member

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Malak Heiny, City Attorney

**FACILITIES INTERCONNECTION AGREEMENT**

**This Renewable Natural Gas Facilities Interconnection Agreement** (“Agreement”), is made and entered into as of the 1st day of August, 2025 (the “Effective Date”), by and between Northern Indiana Public Service Company LLC (“NIPSCO”), an Indiana limited liability company with offices located at 801 East 86<sup>th</sup> Avenue, Merrillville, IN 46410, and Fort Wayne Utilities, an Indiana political subdivision (“COMPANY”), with offices at 200 East Berry Street, #250, Fort Wayne, IN 46802.

**WITNESSETH:**

**WHEREAS**, NIPSCO is a public utility that owns and operates natural gas distribution facilities serving customers in northern Indiana; and

**WHEREAS**, COMPANY is the owner and operator of a renewable gas processing facility located at 2601 Dwenger Avenue, Fort Wayne, IN 46803 that produces pipeline quality natural gas (“Gas”); and

**WHEREAS**, COMPANY wishes to interconnect its facilities with NIPSCO’s gas transportation facilities so that COMPANY may deliver Gas supplies into NIPSCO’s natural gas distribution system for transport by NIPSCO; and

**WHEREAS**, NIPSCO is willing to establish a new point of interconnection between NIPSCO’s facilities and COMPANY’s facilities in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the premises and covenants and agreements herein set forth, NIPSCO and COMPANY (together the “Parties” and individually a “Party”) mutually agree as follows:

1. **COMPANY Interconnection**. NIPSCO agrees to establish a new point of interconnection between NIPSCO’s gas distribution facilities and COMPANY’s renewable gas generation facilities (the “Interconnect” or “Interconnect Facilities”) in order to accept deliveries of Gas from COMPANY’s renewable gas generation facilities. The Interconnect Facilities located at the Interconnection Site (as defined in Section 5) shall be designed and utilized solely for COMPANY’s use unless otherwise agreed in

writing by the COMPANY. COMPANY shall reimburse NIPSCO all costs of any improvements, upgrades or new facilities required to be constructed by NIPSCO which are necessary to complete the Interconnect Facilities. In order to facilitate the Interconnect, COMPANY will, at its sole expense, extend its gas transportation facilities from its renewable natural gas processing facility located at 2601 Dwenger Avenue, Fort Wayne, IN 46803 to connect into NIPSCO's existing gas transportation facilities located at 2601 Dwenger Avenue, Fort Wayne, IN 46803 ("Interconnect Site").

2. **Facilities.** NIPSCO and COMPANY shall design, install and construct the Interconnect Facilities as set forth on Attachments A and B, attached hereto and incorporated by reference herein, and in accordance with the terms of this Agreement.

Attachment A sets forth in detail the responsibilities of NIPSCO and COMPANY for the design, acquisition of materials, construction and installation, ownership, operation, maintenance and removal of the facilities. For the avoidance of doubt and clarity, the Parties agree that the implementation of this Agreement shall be at no cost to NIPSCO and that COMPANY agrees to reimburse NIPSCO in accordance with the provisions of this Agreement for any and all costs incurred by NIPSCO with respect to the design, construction, installation, ownership, operation or maintenance of the facilities, even if such facilities are identified in Attachment A as NIPSCO facilities for purposes of design, construction, installation, ownership, operation or maintenance. The facilities identified as NIPSCO owned in Attachment A are hereafter "NIPSCO Facilities". The facilities identified as COMPANY ownership in Attachment A are hereafter "COMPANY Facilities". Collectively, the COMPANY Facilities and the NIPSCO Facilities are referred to as the "Facilities".

Attachment B is a general high level project drawing that depicts the route of the mainline facilities to be constructed by COMPANY and the location for the Interconnect Facilities. Both NIPSCO and COMPANY agree to use commercially reasonable efforts to complete the design, construction and installation of the Interconnect Facilities within eighteen (18) months from the latter of: (1) the Effective Date; and (2) the receipt by NIPSCO of the First Installment as defined in Section 4 of this Agreement (the

“Target Completion Date”). Both parties will use commercially reasonable efforts to meet the Target Completion Date. If NIPSCO does not receive both this executed Agreement and the First Installment by October 31, 2025, then this Agreement shall be null and void and of no further force and effect. In addition, to meet the Target Completion Date, the Interconnect Site must be secured by the COMPANY and access granted to NIPSCO no later than eight (8) weeks from the date the Parties execute an Agreement for Design, Survey and Geotech Activities (the “Site Acquisition Period”). The Target Completion Date will be further extended for the period of time that the Site Acquisition Period exceeds eight (8) weeks. Additionally, the NIPSCO gas system is in a critical usage period from December 1 through March 15 (“Winter Season”) each year due to winter heating demand. NIPSCO limits the construction on its gas system during Winter Season to maintain the safety and integrity of the gas system, especially the gas transmission system. The Target Completion Date may be further extended if construction of NIPSCO Facilities is scheduled during Winter Season. The Parties agree to work diligently and in good faith and to use commercially reasonable efforts to resolve any potential delays in construction and installation of the Facilities due to the actual timing of the beginning of construction of the Facilities and the Winter Season. NIPSCO shall not have any liability to Customer if the actual completion date exceeds the Target Completion Date, including any automatic extensions of the Target Completion Date provided for in this Agreement unless the actual completion date is delayed beyond the Target Completion Date as automatically extended herein to the point that Customer incurs actual damages due any such delay beyond the Target Completion Date and such delay due to the gross negligence or willful misconduct of NIPSCO..

3. **Design, Installation, Operation and Maintenance.**

a. **COMPANY Facilities:**

COMPANY or its designee, at COMPANY’s sole cost and expense, shall be responsible to design, install, construct, inspect, test, operate, repair, replace and maintain the COMPANY Facilities in accordance with all recognized sound and prudent natural gas industry practices (“Industry Practices”), all laws, permits, rules, codes, standards, regulations, orders and directives of any applicable authority having

jurisdiction (collectively “Applicable Laws”) and any applicable rules or regulations promulgated by NIPSCO (“NIPSCO Rules”). All plans, specifications and designs of COMPANY Facilities (“COMPANY Plans”) shall be provided by COMPANY to NIPSCO for prompt review and comment in advance of construction. NIPSCO shall complete its review and comments on COMPANY Plans within a reasonable period of time not to exceed sixty (60) days of receipt (the “NIPSCO Review Period”). Prior to the expiration of the NIPSCO Review Period, NIPSCO shall deliver written notice to the COMPANY either (1) approving the COMPANY Plans or (2) setting forth with particularity NIPSCO’s reasonable comments or concerns regarding failure of the COMPANY Plans to comply with Industry Practices, Applicable Laws, Facility Specifications (as defined below) or NIPSCO Rules and any proposed modifications to remedy the same. Comments and proposed modifications received prior to expiration of the NIPSCO Review Period shall be incorporated into COMPANY Plans provided that such proposed modifications are required for compliance with Industry Practices, Applicable Laws, the Facility Specifications or NIPSCO Rules. In the event NIPSCO has not provided comments prior to the expiration of the NIPSCO Review Period, COMPANY may avail itself of the dispute resolution provisions in Section 27 of the Agreement. In the event that the comments and proposed modifications received impair the commercial viability of the project in the judgment of COMPANY, then COMPANY may terminate this Agreement upon providing thirty (30) days written notice to NIPSCO. NIPSCO will reimburse to COMPANY any amounts previously paid to NIPSCO after all costs incurred through the date of termination have been deducted from such amounts paid to NIPSCO. Any COMPANY Facilities constructed and installed by COMPANY at the Interconnect Site shall be subject to inspection and review by NIPSCO prior to the first delivery of Gas to NIPSCO through the Interconnect. Upon inspection, NIPSCO shall either accept the COMPANY Facilities or provide COMPANY with the particulars of any requirements of this Agreement that must be satisfied prior to the first delivery of Gas through the Interconnect. Any Inspection and review by NIPSCO shall in no way constitute a warranty by NIPSCO to COMPANY or any third party with respect to the design, construction and installation of COMPANY Facilities. In the event that COMPANY Facilities are retired or abandoned, NIPSCO shall not be responsible for any costs associated with the removal of COMPANY

Facilities or any costs associated with cleanup, remediation or restoration of the Interconnect Site. The COMPANY shall be responsible to secure and ensure that there is sufficient electric service to the Interconnect Site to provide for all power needs including any site lighting, system controls, gas quality measurement equipment, and any supervisory control and data (SCADA) equipment and any other Facilities provided for in this Agreement. COMPANY shall be responsible for all costs associated with the provision of electric service.

COMPANY Facilities shall be designed, engineered and constructed to the following specifications (the "Facility Specifications"):

1. Inlet MAOP: 240 PSIG
2. Inlet maximum pressure: 240 PSIG, minimum pressure: 200 PSIG
3. Maximum flow: 32,400 SCFH, minimum flow: 5,000 SCFH
4. Inlet maximum temperature not to exceed 120 deg F.

NIPSCO anticipates that NIPSCO's gas system will be capable of accepting from COMPANY the minimum and maximum flows of Gas set forth above, at the pressures set forth above. Subject to the provisions of Section 20 of this Agreement, on any given day, NIPSCO agrees to accept as much Gas from the COMPANY meeting the Gas Quality Standards set forth in Attachment C and incorporated herein (the "Quality Standards") as the NIPSCO system can accommodate in accordance with Industry Practices, NIPSCO Rules and the safe and reliable operation of the NIPSCO gas system.

**b. NIPSCO Facilities:**

NIPSCO or its designee, at COMPANY's sole cost and expense, shall design, install, construct, inspect, test, operate, repair, replace, and maintain the NIPSCO Facilities in accordance with Industry Practices, Applicable Laws and NIPSCO Rules. In the event that the NIPSCO Facilities are ever retired or abandoned, COMPANY shall not be responsible for any costs associated with the removal of the NIPSCO Facilities.

**c. Interconnect Operation and Maintenance:**

COMPANY shall be financially responsible for the cost of all operation, maintenance, repair,

replacement or modification to the COMPANY Facilities and NIPSCO Facilities at the Interconnect. Operation and maintenance costs shall include but not be limited to the following: regulator repairs, regulator pressure set point changes, maintenance to communications equipment, annual regulator inspections, meter operation and maintenance (including charts/EFC), SCADA maintenance including transducer, remote terminal unit ("RTU") calibration, and Chromatograph carrier and calibration gasses. NIPSCO shall conduct an annual inspection of the NIPSCO's measurement and regulation facilities ("Annual Inspection"). COMPANY shall receive prior notification of any Annual Inspection and shall be permitted to be present when such inspection of NIPSCO Facilities occurs to observe the inspection.

COMPANY shall pay NIPSCO an annual maintenance fee ("Annual Maintenance Fee") for annual operation and maintenance expenses (which includes the Annual Inspection), to be conducted in accordance with Industry Practices, Applicable Laws and NIPSCO Rules related to the operation of the Interconnect and all operation, maintenance, repair, replacement or modification to NIPSCO Facilities at the Interconnect. The Annual Maintenance Fee shall also include any gas quality testing that NIPSCO must do to insure that Gas quality meets the Quality Standards. The first year Annual Maintenance Fee shall be \$41,088.00. The Annual Maintenance Fee shall increase two percent (2%) per year each year thereafter on the annual anniversary of the Commercial Operation Date (as defined in Section 17, Term) of the Interconnect. The first year Annual Maintenance Fee shall be due within forty-five (45) days of the Commercial Operation Date upon receipt by the COMPANY of an invoice from NIPSCO. On each subsequent annual anniversary of the Commercial Operation Date, NIPSCO shall invoice COMPANY for each such subsequent Annual Maintenance Fee. The Annual Maintenance Fee shall not cover or be applicable to extraordinary replacement, repair or maintenance requirements of the Interconnect. COMPANY shall be responsible for any extraordinary replacement repair and maintenance activities when such activities are required. NIPSCO may shut in the Interconnect Facility meter (the "Meter") and cease receiving Gas from the COMPANY any time the COMPANY is more than forty-five (45) days late in the payment of the Annual Maintenance Fee. NIPSCO shall have no obligation to resume receiving Gas from the COMPANY until the Company issues payment in full of the Annual Maintenance Fee and any

applicable interest that may be due. In the event that the Interconnect is retired or abandoned, the owner of the respective Facilities shall be responsible for any costs associated with the removal of its Facilities and for costs associated with any restoration, including environmental remediation of hazardous constituents.

4. **Payment for Facilities.** The COMPANY is responsible for all reasonable costs and expenses, including labor and overhead charges of NIPSCO, and expressly including any design, installation, construction, gas quality testing prior to start up, inspection or supervision provided during installation and/or construction and associated with the installation of the COMPANY Facilities or NIPSCO Facilities, including any applicable taxes incurred by NIPSCO. NIPSCO has completed a Class IV estimate and all costs and expenses, including labor and overhead charges of NIPSCO, including any design, installation, construction, all gas quality testing required to ensure that the Gas received at the Interconnect meets the Quality Standards prior to the Commercial Operation Date, inspection or supervision of the COMPANY Facilities and NIPSCO Facilities, inclusive of overhead (collectively the "Work"), are estimated to be \$5,178,506.43 (the "Reimbursable Costs"). COMPANY agrees to pay NIPSCO one hundred percent (100%) of the actual Reimbursable Costs for the Work. A real-time siloxane analyzer (GC-IMS- SILOX: Gas Chromatograph - Ion Mobility Spectrometer for siloxanes) at an estimated cost of \$75,000.00 is not included in the estimated Reimbursable Costs. The analyzer will not be ordered, nor the costs thereof included in NIPSCO's final invoice, unless the initial Gas tests produce siloxane levels above the specification of 0.5 mg Si/m<sup>3</sup>. Any changes to the scope of the Work made at COMPANY's request or caused by circumstances beyond NIPSCO's control shall be the responsibility of COMPANY and included in Reimbursable Costs. If at any time NIPSCO determines that estimated Reimbursable Costs will exceed the actual Reimbursable Costs by ten percent (10%) or more, NIPSCO will give prompt written notice to the COMPANY with the new estimate broken down in detail. In the event COMPANY objects to the increase in estimated Reimbursable Costs, COMPANY may, at its option, invoke the Dispute Resolution provisions of Section 27 of this Agreement. COMPANY shall pay the estimated Reimbursable Costs to NIPSCO in two (2) installments. The first installment, consisting of fifty percent (50%) of the estimated

Reimbursable Costs (the "First Installment"), shall be paid prior to any parts or equipment being ordered by NIPSCO and within forty-five (45) days of the receipt by COMPANY of an invoice therefore. The second installment, consisting of fifty percent (50%) of the estimated Reimbursable Costs ("Second Installment") together with First Installment the "Installment Payments"), shall be invoiced by NIPSCO and paid by COMPANY forty-five (45) days prior to the beginning of construction. Any delay by COMPANY in making an Installment Payment beyond forty-five (45) days of receipt of NIPSCO's invoice may result in an extension of the Target Completion Date by the number of days any Installment Payment is delayed. Upon completion of the Work, NIPSCO shall render a final invoice setting forth detailed actual costs expended for the Work. The final invoice shall be a "true-up" invoice that may be higher or lower than the estimated Reimbursable Costs. If the actual costs expended by NIPSCO for the Work exceeds the estimated Reimbursable Costs, the COMPANY shall pay to NIPSCO, within forty-five (45) days of the date of the final invoice review and approval, an amount equal to actual costs expended for the Work less the Reimbursable Costs previously paid. If the COMPANY fails to make timely payment of amounts owed by the COMPANY pursuant to such invoice, NIPSCO shall be entitled to assess interest on any such undisputed amounts, computed at the rate set forth in Section 154.501 of the Federal Energy Regulatory Commission's ("FERC") regulations, but in no event at a rate greater than the interest allowed under, Ind. Code §5-17-5-1 (the "Prompt Payment Statute"). Such interest shall accrue beginning on the payment due date of NIPSCO's invoice to the COMPANY and shall terminate when payment is issued by the COMPANY. In addition, in the event COMPANY fails to pay all undisputed amounts owed by the COMPANY pursuant to the final invoice within forty-five (45) days of receipt, NIPSCO shall have the right to shut in the Meter and refuse to receive any Gas from COMPANY until the COMPANY issues payment to NIPSCO plus any interest that may be due NIPSCO. If the actual costs expended by NIPSCO for the Work is less than the estimated Reimbursable Costs, then NIPSCO shall pay to the COMPANY, at the time of rendering the final invoice to the COMPANY, an amount equal to the estimated Reimbursable Costs less the actual costs expended for the Work. If NIPSCO fails to make timely payment, the COMPANY will be entitled to assess interest on any amounts due, computed at the same rate as the rate

set forth in Section 154.501 of the FERC regulations but in no event at a rate greater than the interest allowed under the "Prompt Payment Statute. Such interest shall accrue on un-refunded amounts beginning on the date of NIPSCO's invoice to the COMPANY and shall terminate when payment is issued by NIPSCO.

For the purpose of verifying the actual costs expended contained in the final invoice, the COMPANY, at its own cost and expense, shall have the right, upon seven (7) days advance written notice, to examine, at any reasonable time during normal business hours at the place where NIPSCO's accounting records are maintained, the books and records of NIPSCO relating to the actual costs incurred by NIPSCO associated with the Work. This right shall expire if not exercised within sixty (60) days after COMPANY's receipt of the final invoice. In the event the foregoing records are available electronically, NIPSCO shall forward the same electronically to the COMPANY for review within reasonable period of time of the COMPANY's request. In the event the audit reveals discrepancies or errors, the Reimbursable Costs shall be adjusted and reconciled within thirty (30) days or as otherwise agreed by the Parties.

As of the Effective Date, NIPSCO and the COMPANY believe that COMPANY's payments pursuant to this Section related to the NIPSCO Facilities constitute contributions to the capital of NIPSCO under Section 118(a) of the Internal Revenue Code and do not represent Contributions in Aid of Construction from a customer or potential customer. In the event that the U.S. Internal Revenue Service determines that NIPSCO has incurred a tax liability resulting from construction of the NIPSCO Facilities, NIPSCO shall notify the COMPANY and give the COMPANY a reasonable opportunity to review. In such event, the COMPANY shall reimburse NIPSCO the amount of the tax determination within thirty (30) days of receipt of an invoice therefore, plus interest and penalties incurred (if any).

All payments to NIPSCO under this Agreement are to be sent via check, ACH, or electronic wire transfer as follows:

Wire Instructions:

ACH Instructions

Bank Name	JP Morgan Chase	Bank Name	JP Morgan Chase
ABA#	021-000-021	ABA#	074-000-010

A/C#	628215576	A/C#	628215576
A/C Name	NIPSCO	A/C Name	NIPSCO

5. **Land Rights.** The COMPANY will provide NIPSCO access and easement rights to the Interconnect Site located at 2601 Dwenger Avenue, Fort Wayne, IN 46803 for construction of NIPSCO Facilities and the Interconnect. The location and suitability of the Interconnect Site must meet with NIPSCO's reasonable approval. The minimum land size for the Interconnect Site is approximately 100 feet by 180 feet with appropriate ingress and egress. The COMPANY shall accept full responsibility for providing an Interconnect Site that is free of any hazardous substances, pollutants or contaminants. Should any such material be discovered on the Interconnect Site, either prior to, during or immediately following construction, then (as between COMPANY and NIPSCO) the COMPANY shall be responsible for all costs associated with cleaning up the Interconnect Site, except for materials specifically generated solely by NIPSCO due to the construction, operation or maintenance of the NIPSCO Facilities. The COMPANY shall ensure that all easement and access rights to the Interconnect Site are in place for the installation, construction, operation, and maintenance of the NIPSCO Facilities and COMPANY shall further ensure that NIPSCO has all rights of ingress and egress, and all other land use rights necessary for NIPSCO to carry out its rights and responsibilities as set forth in this Agreement. In the event that the Interconnect is ever to be retired or abandoned, COMPANY shall be responsible for all costs associated with the removal of COMPANY's Facilities and for costs associated with any restoration of the Interconnect Site, including environmental remediation of hazardous constituents not caused by NIPSCO.

6. **Progress Reports.** The Parties shall provide one another with periodic written progress or status reports regarding their respective efforts related to the subject matter of this Agreement, in such form and detail as the Parties may mutually agree upon not less frequently than quarterly. NIPSCO agrees to provide written meeting minutes of any meetings between NIPSCO and COMPANY. The Parties agree to provide informal oral status updates on a more frequent basis, as may be requested.

7. **Volumetric Determination.** COMPANY shall provide to NIPSCO on a monthly basis the

appropriate thermal BTU conversion factor for the Gas supplied. NIPSCO shall be responsible for measurement and all volumetric and heating value determination at the Interconnect. NIPSCO agrees to allow the COMPANY to receive real time telemetry information from NIPSCO's measurement equipment at the site. The COMPANY shall be responsible for the installation of any necessary telecommunications equipment to receive a real time feed of information from NIPSCO's measurement equipment. The COMPANY shall be liable and responsible for all installation and on-going costs (maintenance, telecommunication services or otherwise) related to the COMPANY's telecommunications equipment or service necessary to receive telemetry information. NIPSCO does not make any representations or warranties with respect to the accuracy of any telemetry information provided or with respect to loss of signal or telemetry information and shall have no liability to the COMPANY related thereto. NIPSCO has the right to periodically conduct Btu tests of Gas receipts through the Meter and if the Btu value is found to vary by 5% or more from the appropriate thermal Btu conversion factor information supplied, NIPSCO may require COMPANY, at COMPANY's expense, to add a delivery point specific recording calorimeter. NIPSCO has the right to continuously monitor gas quality as set forth in Sections 8, 9, and 10.

Should the COMPANY challenge the accuracy of the Meter, NIPSCO shall test the Meter and a representative of the COMPANY may be present at the test. If the Meter is found to be in error, and the resultant aggregate error in computed deliveries at the recording rate, corresponding to the average hourly rate of Gas flow for the period since the preceding test, is not more than two percent (2%), then previous deliveries shall be considered accurate, and the COMPANY shall pay the actual costs incurred for testing and repairing the Meter. If however, the Meter is found to be in error, and the resultant aggregate error in computed deliveries exceeds the two percent (2%) tolerance, then the previous computed deliveries shall be adjusted by NIPSCO to zero error and the cost of testing and repairing the Meter shall be borne by NIPSCO, except where Gas quality is the cause or the reasonably suspected cause of the inaccuracy (see Section 9 re: "Odorization and Quality Specifications") in which case, the COMPANY shall pay the actual costs incurred for testing and repairing the Meter. Such adjustment shall be made for a period not to exceed sixty (60) days previous to the date of challenge by the COMPANY. All equipment shall, in any case, be

adjusted at the time of testing to record correctly. The COMPANY may, but shall not be required to, install check meters, readings from which will be utilized in cases of Meter failure exceeding the 2% tolerance until the failure is resolved.

8. **Gas Conditioning Equipment.** NIPSCO shall be responsible for managing, operating and maintaining the filter separator as indicated in Attachment A. NIPSCO represents and warrants that it will remove and manage, or otherwise dispose of, any and all materials from the filter separator as well as from vessels, equipment or other items on the property on which NIPSCO Facilities are located, in accordance with Applicable Laws, Industry Practices and NIPSCO Rules.

9. **Odorization and Quality Specifications.** Gas delivered by the COMPANY to the delivery point shall be odorized as required by PHMSA 49 CFR Part 192.625 by NIPSCO at the delivery point, and a delivery point specific gas odorizer shall be installed, operated and maintained, all as included in the Annual Maintenance Fee and in accordance with Attachment A. All Gas delivered to the delivery point shall be of interstate pipeline quality and shall meet the Quality Standards. Gas delivered by the COMPANY shall, at a minimum, be commercially free from oil, water, air, salt, dust, gum, gum-forming constituents, harmful or noxious vapors, other contaminants including PCBs, or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters and other equipment of NIPSCO or of NIPSCO's customers (together, the "Non-Compliant Contaminants"). The maximum Siloxane level of the gas delivered at the delivery point shall not exceed 0.5 mg Si/m<sup>3</sup>. The Gas delivered shall comply with the applicable provisions of NIPSCO's Tariff on file with the Indiana Utility Regulatory Commission (the "IURC"), as amended from time to time and shall meet the Quality Standards.

COMPANY agrees to reimburse NIPSCO for any and all direct costs, including reasonable internal and administrative costs, incurred to manage and dispose of any Non-Compliant Contaminants found and removed from Gas delivered through the COMPANY Facilities and the Interconnect into NIPSCO's downstream gas distribution system by COMPANY. All other costs for filtration and removal of materials

at the filter separator shall be a part of the Annual Maintenance Fee.

All Gas delivered by the COMPANY shall meet NIPSCO's thermal BTU value requirements on a continuous basis in accordance with NIPSCO's specifications as set forth in the NIPSCO Tariff. NIPSCO shall not be obligated to accept Gas that NIPSCO reasonably believes may adversely affect the standard of public utility service offered by NIPSCO, or any Gas that NIPSCO reasonably believes may adversely affect the operation of the gas-burning equipment of any of its customers, as maintained and managed by the gas quality measuring equipment.

Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, the COMPANY agrees to protect, defend, indemnify and hold NIPSCO, including its directors, officers, employees, attorneys-in-fact, agents and affiliated companies, free and harmless from and against any and all loss, damage, and liability and from any and all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person, including the employees of COMPANY and of any subcontractor of COMPANY, and from and against any and all damages to property, including loss of use, and including property, equipment or facilities of NIPSCO or its customers caused by, or arising from COMPANY's Gas failing to meet the Quality Standards.

NIPSCO shall provide timely notice to COMPANY of any such claims. At COMPANY's option, COMPANY representatives shall be included in any discussions regarding the resolution of any such claims. Once resolved, NIPSCO may bill COMPANY for any such damages, losses, or expenses incurred by NIPSCO and the COMPANY shall make timely payment of any such amounts. For the avoidance of doubt, timely payment means issuing payment no later than forty-five (45) days from the date when NIPSCO first provides notice under this Section of the Agreement and an invoice for payment. The COMPANY shall identify any claims it believes are in error and provide a written account of any such errors prior to expiration of the forty-five (45) day payment period, but such actions shall not relieve the COMPANY of the obligation to make timely payment for all amounts.

If any Gas delivered hereunder fails to meet the Quality Standards, NIPSCO may, at any time, either elect to continue to receive such Gas or to refuse to take all or any portion of such Gas until the

COMPANY brings the Gas into conformity with such specifications. In the case of any such refusal, the COMPANY agrees to exercise all due diligence and commercially reasonable efforts to bring the Gas into conformance with the Quality Standards. If the Gas is refused for (i) a period of three hundred sixty five (365) consecutive days due to non-conformity with the Quality Standards, or (ii) if there are repetitive, frequent, consistent, on-going issues with the Gas meeting the Quality Standards that the COMPANY is not able to permanently resolve, NIPSCO may terminate and cancel this Agreement upon ninety (90) days prior written notice and failure by the Company to resolve the issue within such time.

The COMPANY shall provide at its own expense and within the COMPANY controlled footprint at the Interconnect Site the ability to either: (1) flare off any Gas that is not compliant with the Quality Standards; or (2) provide a return gas main to return any Gas to COMPANY that is not compliant with the Quality Standards. COMPANY shall be operationally and financially responsible for all operations, maintenance or permits necessary for the construction and operation of a flare (near NIPSCO interconnect or at COMPANY process facility) or a return gas main to COMPANY.

10. **Future Equipment.** NIPSCO reserves the right, in accordance with Industry Practices, Applicable Laws and NIPSCO Rules to request at some future date that the COMPANY replace existing equipment or install additional equipment at the Interconnect for measuring purposes, for monitoring of Gas quality, or for otherwise assuring safe and efficient operation of the COMPANY Facilities, the Interconnect and NIPSCO's Facilities. The COMPANY shall be responsible for the cost for the replacement of any existing equipment or installation of any additional equipment required by NIPSCO in accordance with the foregoing requirements.

11. **Regulatory Approvals.** Construction and installation of the COMPANY Facilities and/or the NIPSCO Facilities under this Agreement may require approval from the IURC or other regulatory authorities ("Regulatory Approvals"). In this regard, the Parties shall cooperate with and provide to one another all information and data reasonably necessary as requested by the other Party to obtain such Regulatory Approvals, and to adjust the construction schedule accordingly. The COMPANY agrees that it

shall be responsible for all commercially reasonable costs incurred by NIPSCO associated with receipt of any Regulatory Approvals. If there is any delay in the receipt of any necessary Regulatory Approvals that is beyond the control of NIPSCO that affects the commercial viability of the project in the judgment of COMPANY, then COMPANY may terminate this Agreement upon providing thirty (30) days written notice to NIPSCO. NIPSCO will reimburse to COMPANY any amounts paid to NIPSCO after all costs incurred through the date of termination have been deducted from such amounts paid to NIPSCO.

12. **Insurance.**

a. **COMPANY'S Insurance:**

The COMPANY shall procure at its sole cost and expense and maintain in effect during the term of this Agreement, and for a period of two (2) years thereafter, the following insurance coverages, which insurance shall be placed with insurance companies rated A minus VII or better by Best's Key Rating Guide or equivalent approved by NIPSCO. Such insurance companies shall be authorized to do business in the jurisdiction in which the Interconnect is located. In the event of change in exposure to risk, NIPSCO reserves the right to require the COMPANY to provide and maintain additional coverages subject to the coverages being reasonably available and commercially feasible. The minimum limits of liability shall be as listed below or as carried by the COMPANY, whichever is greater:

- Commercial General Liability. Coverage, on an occurrence basis, for liability arising out of premises, operations, bodily injury, property damage (including loss of use), products completed operations, and liability insured under an insured contract (sometimes referred to as broad-form contractual liability), with minimum limits of One Million Dollars (\$1,000,000) combined single limit per occurrence;
- Worker's Compensation. Coverage for statutory obligations imposed by Applicable Laws where the Work is to be performed and is performed, including, where applicable, the United States Longshoremen's and Harbor Workers' Act and the Merchant Marine Act of 1920 (also referred to as the Jones Act);
- Employers Liability Insurance, including Occupational Disease. Coverage shall be provided with minimum limits of One Million Dollars (\$1,000,000) for bodily injury by accident, One Million Dollars (\$1,000,000) for bodily injury by disease/policy, and One Million Dollars (\$1,000,000) for bodily injury by disease/employee. If coverage is obtained from a state fund, COMPANY will purchase "Stop Gap" coverage, with minimum limits of \$1,000,000 per occurrence, from a commercial insurer meeting the requirements of this Article;

- Automobile Liability Coverage. Coverage with a minimum limit of One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and shall be in COMPANY's name and include owned (if any), non-owned, leased and hired vehicle coverage; and
- Excess or Umbrella Liability Insurance. COMPANY shall provide excess or umbrella liability insurance with a combined single limit of not less than Three Million Dollars (\$3,000,000) per occurrence. These limits apply in excess of the insurance coverages required for specific work.
- Pollution Liability Insurance. If the Work involves COMPANY handling, transporting, disposing, or performing Work or operations with Hazardous Materials or other contaminants, waste or toxic materials, then COMPANY shall purchase pollution liability insurance with a combined single limit of not less than \$5,000,000 per occurrence provided the foregoing coverage is reasonably available and commercially feasible.
- Cyber Liability Insurance. COMPANY shall provide cyber liability insurance with limits of not less than Five Million Dollars (\$5,000,000) for each occurrence or claim and an annual aggregate of Ten Million Dollars (\$10,000,000) covering claims involving privacy violations, information theft, damage to or destruction of electronic information, extortion and network security provided the foregoing coverage is reasonably available and commercially feasible.

**b. Additional Insureds:**

COMPANY shall name NIPSCO, its entities and affiliates, and each of their directors, officers, employees and agents as additional insureds ("Additional Insureds") under all required insurance policies except for Worker's Compensation, Employer's Liability, and Cyber Liability Insurance. COMPANY shall, with respect to all insurance provided or required in connection with this Agreement as specified below, endorse or require each policy to: (1) stipulate that such insurance is primary and is not additional to, or contributing with, any other insurance or self-insurance carried by, or for the benefit of NIPSCO; and (2) waive any and all rights of subrogation against Additional Insureds except where not permissible by law. The amount of insurance coverage available to NIPSCO as an Additional Insured shall be the greater of the minimum limits of liability set forth above or as carried by COMPANY.

**c. Failure to Pay Premiums:**

If COMPANY's insurance is canceled because COMPANY failed to pay its premiums or any part thereof, or if COMPANY fails to provide and maintain certificates as set forth herein, NIPSCO, upon sixty (60) days prior written notice (unless the aforementioned insurance would lapse within such period, in which event should be given as reasonable as possible) to the COMPANY of any such failure, shall have

the right, but shall not be obligated, to pay such premium to the insurance company or to obtain such coverage from other companies and to deduct such payment from any sums that may be due or become due to COMPANY, or to seek reimbursement for said payments from COMPANY, which sums shall be due and payable immediately upon receipt by COMPANY of notice from COMPANY.

d. **Waiver of Subrogation:**

COMPANY hereby grants NIPSCO, and its successors, assigns, agents, officers, directors, and employees, a waiver of any right of subrogation which any insurer of said COMPANY may acquire against NIPSCO by virtue of the payment of any loss under any such insurance. COMPANY shall obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not NIPSCO has received a waiver of subrogation endorsement from any such insurer or whether any insurer has issued such an endorsement.

e. **NIPSCO's Property:**

Whenever COMPANY shall have NIPSCO's property in its care, custody, or control for COMPANY's fabrication or otherwise as herein required, COMPANY shall be deemed the insurer thereof and shall be responsible for such property until its return to and acceptance by NIPSCO.

f. **Subcontractors:**

In the event that COMPANY elects to perform a portion of the Work through the use of Subcontractors, COMPANY shall require Subcontractors to comply with the insurance requirements that are similar to the insurance requirements of this Article. COMPANY shall contractually obligate its Subcontractors to promptly advise COMPANY of any lapse of the requisite insurance coverages, and COMPANY shall promptly advise NIPSCO of same. COMPANY assumes all liability for its Subcontractors' failure to comply with the insurance provisions of this Agreement.

g. **Certificates of Insurance:**

COMPANY shall have seven (7) days from the Effective Date to provide NIPSCO with certificates of insurance required pursuant to this Article, but in no event shall COMPANY, or any Subcontractor, commence work on any project prior to providing NIPSCO with any certificates of insurance required by

this Article. COMPANY's insurance documents are to be submitted to the address, email or fax below.

NiSource Corporate Services Company  
c/o Supply Chain Services, 3<sup>rd</sup> Floor  
290 W. Nationwide Blvd.  
Columbus, OH 43215  
Email: [certificatesofinsurance@NiSource.com](mailto:certificatesofinsurance@NiSource.com)  
Fax: 614-460-4613

13. **Indemnification.** Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law, each Party ("Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party and its directors, officers, employees, attorneys-in-fact, agents and affiliated companies or entities (collectively "Indemnitees") from and against any and all loss, damage, and liability, and from any and all claims for damages (including reasonable attorneys' fees and costs) on account of or by reason of bodily injury, including death, or damage to property, which may be sustained or claimed to be sustained and related in any way to any act or omission of the Indemnifying Party, its employees, subcontractors or agents in connection with the performance of this Agreement or as otherwise in any way related to this Agreement (collectively "Claims").

The Indemnifying Party shall have the obligation to defend all Claims in the name and stead of the Indemnitees and in its own name, and to select counsel of its choice to represent itself and Indemnitees together or alone, whichever the case may be; provided that the Indemnifying Party shall not settle such Claim or cause of action prior to obtaining the written consent of the Indemnitees; and provided further that if there is an actual or potential conflict of interest between the Indemnitees and the Indemnifying Party with respect to any such Claim, such that counsel selected by the Indemnifying Party cannot represent both the Indemnitees and the Indemnifying Party without waivers of such conflict, then the Indemnifying Party shall pay the reasonable costs and expenses of the Indemnitees' separate legal counsel selected by Indemnitees. Notwithstanding the foregoing, each Party shall be entitled, if it so elects, to representation by attorneys of its own selection at its own expense, including attorneys employed by the Party, and in such event, and at its option, shall be the sole judge of the acceptability of any compromise or settlement of any Claim, and no such compromise or settlement shall be made by the Indemnifying Party without the

Indemnitees' prior written consent, which shall not be unreasonably withheld.

In the event either Party fails to carry out any of the provisions of this Section, the non-defaulting Party shall have, in addition to any right to recover damages or to obtain other relief, the right to cancel and terminate this Agreement. The obligations of the Parties to indemnify the other Party hereunder shall survive the termination or cancellation of this Agreement.

14. **Invalid Provisions.** If any provision of this Agreement, in whole or in part, is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement shall be construed as reformed to the extent necessary to render such provision valid, and this Agreement shall remain in effect as reformed.

15. **Waiver Clause.** No course of dealing or failure of any of the Parties to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right, or condition.

16. **Termination.** Either Party may terminate this Agreement at any time prior to the commencement of the construction and installation of any of the Facilities if any of the conditions precedent referenced in Section 18 of this Agreement ("Conditions Precedent") are not fulfilled. Both Parties pledge to use their best efforts to fulfill all Conditions Precedent contained in this Agreement. The Party that fails to fulfill the Conditions Precedent under its control shall reimburse the other Party for any and all actual costs and expenses incurred by the other Party as of the effective date of the termination of this Agreement, which shall be no earlier than the date on which the non-terminating Party receives written notification of such termination. Such costs shall include both external and internal costs relating to the design, regulatory approvals, permitting, purchase of materials and construction and installation of the Facilities, including any cancellation charges for materials or equipment. Each Party shall exercise its best efforts to mitigate any and all such costs. Such costs shall be paid within forty-five (45) days of the date of receipt of the invoice for such costs. If a Party fails to make timely payment of such invoice, the other Party will be entitled to assess interest computed at the rate set forth in Section 154.501 of the Federal Energy Regulatory Commission's (FERC) regulations; provided that, a Party shall not be assessed interest in excess of the

Prompt Payment Statute. Such interest shall accrue on unpaid amounts, including on unpaid interest compounded daily, beginning on the payment due date of the invoice and shall terminate when payment of such invoice is issued by the Party. The obligation to pay these costs shall survive the termination of this Agreement.

17. **Term.** This Agreement shall commence on the Effective Date and shall remain in full force and effect for a period of twenty (20) years beginning from the date that Gas first flows through the Interconnection ("Commercial Operation Date"). This Agreement shall automatically renew for one (1) year terms thereafter on the anniversary of the Commercial Operation Date unless either Party provides at least six (6) months written notice to the other Party of non-renewal. This Agreement, which provides for the ongoing operation and maintenance of NIPSCO Facilities after construction and installation has been completed, shall remain in full force and effect unless it is terminated by notice received by the other Party no less than six (6) months prior to the anniversary of the Commercial Operation Date for one of the following reasons: (1) at any time by mutual agreement of the Parties; (2) upon the cessation of Gas transport services under NIPSCO's IURC and FERC Tariffs; (3) upon the effective date of an abandonment order from the IURC or other regulatory authority which relieves NIPSCO of its obligations; or (4) if either NIPSCO or the COMPANY are in breach of this Agreement. If either NIPSCO or the COMPANY seek to terminate for cause pursuant to sub clause (4) above, the non-breaching Party may terminate this Agreement upon written notice after the breaching Party has been provided a reasonable opportunity to cure and has failed to cure the breach. For the avoidance of doubt, a reasonable opportunity to cure shall be thirty (30) days from the date of the written notice unless, during such thirty (30) days, the defaulting Party has expended commercially reasonable efforts to cure and is unable to do so in such time, then such reasonable opportunity to cure shall be an additional sixty (60) days. Upon termination of the Agreement, NIPSCO shall have the right to shut in the Meter and disconnect its facilities from COMPANY'S facilities.

18. **Conditions Precedent.** This Agreement and NIPSCO's and the COMPANY's rights and obligations thereunder are expressly made subject to the fulfillment or waiver by the affected Party of each

of the following Conditions Precedent:

- a. NIPSCO obtaining any and all necessary corporate and financing approvals to construct the NIPSCO Facilities.
- b. The receipt of all necessary Regulatory Approvals and authorizations in form and substance reasonably acceptable to NIPSCO and the COMPANY for the construction of the COMPANY Facilities or the NIPSCO Facilities.
- c. The COMPANY obtaining any and all necessary land rights to the Interconnect Site to construct, install, operate and maintain the COMPANY Facilities and the NIPSCO Facilities.

The Parties shall provide written notice to each other not later than thirty (30) days after the Conditions Precedent have been satisfied. However, if such Conditions Precedent have not been satisfied or waived, the Parties agree to promptly meet and negotiate in good faith for a period of sixty (60) days following notice to reach mutual agreement on a reasonable modification or alternative to the Agreement to address the failure of the Conditions Precedent, and each Party agrees to discuss in good faith any positions advanced by the other Party in accordance with the foregoing.

If the Parties cannot reach mutual agreement on a reasonable modification or alternative to the Agreement during this sixty (60) day negotiation period, either Party may terminate this Agreement.

19. **On Going Gas Transport Service.** After the interconnection of Facilities is complete, NIPSCO shall provide natural gas transport services in accordance with this Agreement and the terms and conditions of its Gas Transport Tariff on file with the IURC and its FERC Tariff on file with FERC.

20. **Nature of the Service To Be Provided; Limitation of Services.** COMPANY understands that NIPSCO's natural gas system has been constructed with the primary purpose to safely and reliably deliver natural gas to end user customers in the NIPSCO service territory in accordance with statutory and regulatory requirements ("Delivery Requirements"). NIPSCO's natural gas distribution system has not been designed to provide gas transportation services to entities seeking to market or sell natural gas beyond the NIPSCO natural gas distribution system. In performing its Delivery Requirements to end user customers, NIPSCO has numerous regulatory and contractual obligations including complying with operational flow orders issued by transmission pipelines and regulatory agencies ("OFO" Obligations) that may prohibit

NIPSCO from accepting any or all the Gas that the COMPANY may attempt to deliver to NIPSCO. Further, NIPSCO has an obligation to operate its gas distribution in a safe, reliable and prudent manner to ensure that it is able to meet its Delivery Requirements. In light of these Delivery Requirements NIPSCO agrees to make natural gas transportation services available to the COMPANY on a commercially reasonable best-efforts basis and in accordance with terms of this Section 20. NIPSCO shall have no obligation to provide natural gas transportation services to the extent providing such natural gas transportation services would interfere with, impede or otherwise prohibit NIPSCO from meeting its Delivery Requirements and OFO Obligations in a reliable and safe manner. NIPSCO shall have the right, in the exercise of its commercially reasonable judgement, at any time to restrict or limit the flow of Gas from COMPANY to NIPSCO's natural gas distribution system that jeopardizes the operational integrity of all or a portion of NIPSCO's system due to: (1) any area of NIPSCO's system is operating or is expected to be operating at or near design capacity; (2) failure or operational constraint of NIPSCO's transmission, distribution, or Gas storage facilities; (3) system pressure, affected by pipelines' delivery pressures or other unusual conditions; (4) NIPSCO's transmission, storage, and supply resources are being used at or near their maximum rated deliverability; or (5) NIPSCO's pipeline transporters, suppliers or other utilities issue or declare an Operational Flow Order. NIPSCO shall have the further right at any time to restrict or limit the flow of Gas from COMPANY to NIPSCO's natural gas distribution system if, in NIPSCO's commercially reasonable judgement it is necessary to forestall imminent and irreparable injury to life, property or the gas system.

21. **Applicable Tariff Rate for Gas Transportation Service.** As of the execution of this Agreement, COMPANY is connecting to NIPSCO's gas distribution to sell and transport Gas to COMPANY's gas customers that are connected to or otherwise served as retail gas customers on NIPSCO's gas distribution system. Since NIPSCO is providing gas transportation services for COMPANY to COMPANY's gas customers located on or connected to NIPSCO's gas distribution system, NIPSCO will be providing gas transportation services in accordance with the provisions of NIPSCO's Tariff Rate 352. COMPANY initially selects Option A under Tariff Rate 352. If at any point in the future, the COMPANY

elects to sell COMPANY's Gas to COMPANY's customers that are not located on or directly connected to NIPSCO's gas distribution system, COMPANY shall be obligated to immediately notify NIPSCO in writing of the fact that COMPANY is selling Gas to COMPANY's customers beyond or outside of NIPSCO's gas distribution system. In addition, regardless of when NIPSCO's receives COMPANY's written notice that COMPANY is selling Gas to COMPANY customers beyond or outside of NIPSCO's gas distribution system, NIPSCO shall provide such gas transportation services pursuant to NIPSCO Tariff Rate 328 as of the date a customer of the COMPANY not located on or directly connected to the NIPSCO gas distribution system begins accepting Gas from the COMPANY.

22. **COMPANY Must Hold Title.** COMPANY must hold title to any Gas that flows through the Interconnect and on to NIPSCO's system.

23. **Gas Sales to NIPSCO.** If at any time COMPANY elects to sell any Gas to NIPSCO, any such Gas sales shall only occur after the Parties have negotiated and executed the standard NAESB Gas Sale and Purchase Agreement and any Gas sales from COMPANY to NIPSCO shall be subject to the terms of the executed transaction confirmation under an executed NAESB Agreement. While NIPSCO does not believe that the sale of Gas from COMPANY to NIPSCO will trigger any reporting requirements under the Dodd-Frank Act, to the extent the sale of any Gas to NIPSCO triggers any reporting requirements under the Dodd-Frank act, then COMPANY shall be obligated to be the Reporting Party for purposes of compliance with the Dodd-Frank Act requirements.

24. **Waiver of Consequential Damages.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL, REMOTE, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES INCLUDING LOST OR PROSPECTIVE PROFITS, LOST OR PROSPECTIVE REVENUES OR LOST AND PROSPECTIVE SALES (IN TORT, CONTRACT OR OTHERWISE) UNDER OR IN RESPECT OF THIS AGREEMENT OR FOR ANY FAILURE OF PERFORMANCE RELATED HERETO, INCLUDING THE PROVISION OF TRANSPORT SERVICES, HOWSOEVER CAUSED, WHETHER

OR NOT ARISING FROM DEFAULTING PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE.

25. **Limitation of Liability.** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred; provided, however, that: 1) NIPSCO's aggregate liability, regardless of the legal theory for such claim against NIPSCO, shall be capped and shall not exceed One Hundred Thousand Dollars (\$100,000) unless such claim arises from NIPSCO's gross negligence, or intentional willful act; and 2) COMPANY's aggregate liability, regardless of legal theory for such claim against COMPANY, shall be capped and shall not exceed Seven Hundred Thousand Dollars (\$700,000) for any single claimant and Five Million Dollars (\$5,000,000) for all claimants in any single occurrence. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.

26. **Governing Law.** This Agreement shall be governed by the laws of the State of Indiana, except as to any matters subject to federal law and the exclusive jurisdiction of the FERC. This Agreement shall be subject to the NIPSCO tariff on file with the IURC and any tariff that NIPSCO has on file with FERC. To the extent there is any conflict between this Agreement and NIPSCO's IURC tariff or NIPSCO's FERC tariff, NIPSCO's IURC tariff and/or FERC tariff shall control

27. **Dispute Resolution.**

a. **Step Negotiations:**

The Parties shall attempt in good faith to resolve all disputes arising under this Agreement promptly by negotiation as follows. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties at levels at least one level above the Project personnel who have previously been involved in the dispute (the "Executives") shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the

matter has not been resolved within thirty (30) days from the referral of the dispute to Executives, or if no meeting of Executives has taken place within fifteen (15) days after such referral, either Party may initiate mediation as provided hereinafter. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator shall be given at least three (3) business days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this dispute resolution provision are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence. Nothing in this Article shall limit a Party's legal or equitable rights and remedies or any of the Party's rights or remedies set forth in this Agreement.

**b. Mediation:**

In the event that any dispute arising out of or relating to this Agreement is not resolved in accordance with the procedures provided above, such dispute shall be submitted to mediation to mutually agreeable mediators from the American Arbitration Association. The mediation shall be administered at the mediator's offices closest to NIPSCO's headquarters. The mediation shall take place at NIPSCO's facilities unless otherwise agreed to by the Parties. If the mediation process has not resolved the dispute within thirty days of the submission of the matter to mediation, or such longer period as the Parties may agree to, the mediation process shall cease. If mediation has not resolved the dispute, then either Party may seek remedy in the state and federal courts with jurisdiction in Allen County, Indiana.

28. **NIPSCO's Response to Alarms.** In the event that NIPSCO Gas Control receives an alarm that the valve has closed while Gas is flowing into NIPSCO system (NO. 1 FLOW goes to zero) during normal business hours, the NIPSCO Gas Controller shall contact COMPANY personnel immediately and discuss next steps to resume Gas flows. In the event that NIPSCO Gas Control receives an alarm that the valve has closed while Gas is flowing into NIPSCO system (NO. 1 FLOW goes to zero) outside of normal business hours, NIPSCO Gas Controller shall contact COMPANY personnel immediately communicating that appropriate NIPSCO personnel have been advised of the alarm and that discussions between the Parties regarding next steps to resume Gas flows will occur the next business day (meaning Monday for an alarm

received after normal business hours on a Friday and any alarms received on a Saturday or Sunday). The purpose of Attachment D is to set forth those steps that NIPSCO will take when NIPSCO gas control receives an alarm with respect to the Interconnect Facilities and the notices that will be provided to COMPANY when NIPSCO receives an alarm. NIPSCO shall use its best efforts to respond to any such alarms and resolve any issues that may be impeding the flow of gas. NIPSCO shall not have any liability to COMPANY for any lost sales or lost revenues due to the lack of flow of gas as result of any alarms or due to NIPSCO's response to such alarms.

29. **Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any Party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to this Agreement.

30. **Assignment.** Any company, which shall succeed by purchase, merger or consolidation of substantially all the gas-related properties or assets, of NIPSCO or the COMPANY as the case may be, shall be entitled to the rights and shall be subject to the obligations of its predecessor in title under this Agreement. Neither Party shall assign any of its rights hereunder to any other Party, a wholly-owned subsidiary, a parent or an affiliate without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided however that COMPANY may assign, without the consent of NIPSCO, its rights and delegate its obligation hereunder in connection with any financing.

31. **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; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, 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. If the Force Majeure continues unabated for at least six (6) months, then the Party experiencing the Force Majeure may terminate this Agreement upon providing sixty (60) days written notice.

32. **Notices and Invoices**. Any statements, payments or other communications provided for in this Agreement shall be effective only if in writing and shall be given by personal delivery or shall be deposited with the U.S. Postal Service, first class postage prepaid, and addressed as provided below:

**If Not a Payment or Statement to NIPSCO:**

Northern Indiana Public Service Company LLC  
801 East 86th Avenue  
Merrillville, IN 46410  
Attention: Vice President Supply & Optimization  
Telephone: 219-647-4810  
Email: [kestanley@nisource.com](mailto:kestanley@nisource.com)

**If Payment to NIPSCO:**

Northern Indiana Public Service Company LLC  
801 East 86<sup>th</sup> Avenue  
Merrillville, IN 46410  
Attention: Pam Sorci

If Not a Payment or Invoice to COMPANY:

Fort Wayne City Utilities  
200 East Berry Street, #250  
Fort Wayne, IN 46802  
Attention: Zachary Katter  
260-427-6385  
Zachary.katter@cityoffortwayne.org

Invoices and Payments to COMPANY:

Email: [Zachary.Katter@cityoffortwayne.org](mailto:Zachary.Katter@cityoffortwayne.org)  
Cc: [Zachary.schortgen@cityoffortwayne.org](mailto:Zachary.schortgen@cityoffortwayne.org)

Mailing Address:

Citizens Square  
Attn: Zak Katter  
200 E. Berry St. Ste 250  
Fort Wayne, IN. 46802

Either Party may designate other addresses or change the above upon written notice to the other Party.

33. **Effectiveness.** This Agreement shall be effective as of the date it is executed by both Parties and shall remain in full force and effect thereafter until the final removal and/or abandonment of all Facilities constructed and operated pursuant to this Agreement is complete, unless terminated sooner pursuant to any rights provided herein. The indemnification provisions and payment obligations hereof shall survive termination of this Agreement relative to all losses, death, injuries, claims, billings, liens, demands and causes of action of every kind and character, discovered or undiscovered, arising out of, in connection with, or as incident to this Agreement.

34. **Integration Clause.** This Agreement constitutes the entire Agreement between the Parties hereto regarding the construction and ongoing operation of the Interconnect, no other oral or written Agreements are contemplated or shall be enforceable as this Agreement reflects the final and complete expression of intent, as it exists between the Parties. Subsequent written modifications, mutually agreeable

to both Parties, may be executed by each Parties authorized representative.

35. **Relationship Clause.** It is not the intention of the Parties in entering into this Agreement to create, nor shall this Agreement be construed as creating any partnership, joint venture or agency relationship between the Parties hereto.

36. **Severability.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions of this Agreement shall be valid and binding on the Parties hereto.

37. **Titles.** The section titles used throughout this Agreement are descriptive only and do not constitute enforceable terms of the Agreement between the Parties.

[Remainder of Page Blank – Signatures on the Next Page]

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

**NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC**

By:  8/29/2025 | 5:32 AM PDT  
DocuSigned by:  
9760369ADC21413...

Name: Eric Belle

Title: Vice President, Engineering

**FORT WAYNE CITY UTILITIES  
BY THE FORT WAYNE BOARD OF PUBLIC WORKS**

By: \_\_\_\_\_  
Shan Gunawardena, Chair

By: \_\_\_\_\_  
Kumar Menon, Member

By: \_\_\_\_\_  
Chris Guerrero, Member

ATTEST: \_\_\_\_\_  
Michelle Fulk-Vondran, Clerk

DATE: \_\_\_\_\_

<b>Attachment A</b>						
MEASURING STATION NUMBER: 7XXXXX						
STATION EQUIPMENT	DESIGN	MATERIAL ACQUISITION	INSTALLATION	OWNERSHIP	OPERATION & MAINTENANCE	REMOVAL
<b>STATION PIPING</b>						
Pipeline Inlet from Processing Plant to Station Inlet Valve	COMPANY	COMPANY	COMPANY	COMPANY	COMPANY	COMPANY
Station Inlet Piping and Inlet Valve	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO
3 Way Valve	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO
Filter Separator	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO
Station Piping (to outlet valve)	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO
Station Outlet Tap, Outlet Valve & Insulator	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO
<b>MEASUREMENT</b>						
Meter Setting and Meter	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO
Electronic Measurement	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO
Remote Terminal Unit (RTU) (2)	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO
Meter Risers, Valves, Etc.	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO
<b>REGULATION</b>						
Monitored Regulation	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO
Instrument control lines	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO
<b>MISCELLANEOUS</b>						
Odorization	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO
Gas Analyzer, Controls, and Building	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO
Automatic Shutoff Valve	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO
SCADA Communication	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO
Electrical Service	COMPANY	COMPANY	COMPANY	COMPANY	COMPANY	COMPANY
M&R Building	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO
Telecommunications Building	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO
Fence/Vehicle Barrier	NIPSCO	NIPSCO	NIPSCO	NIPSCO	COMPANY	COMPANY
Site Access and Grounds keeping	COMPANY	COMPANY	COMPANY	COMPANY	COMPANY	COMPANY

ADDITIONAL NIPSCO FACILITIES						
HP Mainline Extension	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO	NIPSCO

Station Power Requirements: COMPANY shall supply 100 Amp/ 220V single phase power to station with circuit breaker for NIPSCO equipment.

## ATTACHMENT B

Drawing to be provided by NIPSCO Engineering

The final station isometric is to be attached once the station has been bid and the station has been approved for construction.

## ATTACHMENT C – GAS QUALITY STANDARDS

### Companies Affected:

<input checked="" type="checkbox"/> NIPSCO	<input checked="" type="checkbox"/> CKY	<input checked="" type="checkbox"/> CMD
<input checked="" type="checkbox"/> COH	<input checked="" type="checkbox"/> CPA	<input checked="" type="checkbox"/> CVA

### REFERENCE

AGA Report 4A, “Natural Gas Contract Measurement and Quality

Clauses” AGA NGC+: White Paper on Natural Gas Interchangeability and Non-Combustion End Use

AGA Bulletin #36 “Interchangeability of Other Fuel Gases with Natural Gases” Interconnect Guide for Renewable Natural Gas (RNG) in New York State, August 2019, Northeast Gas Association & Gas Technology Institute

Interconnect Guide for Emerging Fuels into Energy Delivery Networks: Introduction of Renewable Natural Gas (RNG) and Hydrogen Enriched Natural Gas (HENG), December 2022, Northeast Gas Association & Gas Technology Institute

California Council on Science & Technology (CCST), Biomethane in California Common Carrier Pipelines: Assessing Heating Values and Maximum Siloxane Specifications, June 2018

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### 1. GENERAL

In the absence of overriding tariff specifications or other legal/regulatory requirements, contracts for gas purchased, transported, or exchanged shall conform to the following gas quality specification.

The gas quality specifications in this standard do not supersede specifications in existing or future NIPSCO tariffs or contracts. These specifications can be applied in the absences of tariff or contract specifications.

This standard does not apply to sources of internal supply, such as propane-air peak shaving and LNG plants.

On a state-by-state basis, this updated standard (as adopted on 06/01/2024) will not be effective until all such required approvals are received from the applicable federal and state regulatory bodies.

### 2. GAS QUALITY

#### 2.1 Specification of Components

In general, gas supply shall be commercially free of dust, gum-forming constituents, and other solid and liquid matter. Biologicals shall be minimized with a 0.5-micron filter to avoid contamination, clogging and erosion of processing plant and gas system main components.

The following Table 1 specifies the limits for components found in gas supply. The intent is that all criteria are met.

In Table 1, “Btu” means British thermal unit; “scf” means standard cubic foot; “MM” means one million; “CHDP” means cricondenthem hydrocarbon dew point; “ppmv” means parts per million by volume; and “ppbv” means parts per billion by volume. Table 1: Gas Quality Minimum Considerations<sup>1</sup>

Gas Quality Specification	Low	High
Heat Content (BTU/scf) <sup>2</sup>	967	1110
Wobbe Index	1287	1400
Water Vapor Content (lbs./MM scf)		<7
Product Gas Mercaptans (ppmv, does not include gas odorants)		<1
Hydrocarbon Dew Point, (°F) CHDP		15
Hydrogen Sulfide (grain/100 scf)		0.25
Total Sulfur (grain/100 scf)		20
Total Diluent Gases including the following individual constituent limits: (% vol.): Carbon Dioxide (CO <sub>2</sub> ) 2% max Nitrogen (N) 4% max Oxygen (O <sub>2</sub> ) 1% max Carbon Monoxide (CO) 2% max		5%
Gas Temperature (°F) NOTE: Dependent on location of gas supply injection and material of system at injection point.	40	120 (metallic) 73 (plastic)
Hydrogen (% vol.)		0.3%
Mercury (Hg)	Comm Free <sup>1</sup> (< 0.08 mg/m <sup>3</sup> )	
Arsenic (As)	<0.19 mg/m <sup>3</sup>	
Copper (Cu)	<0.6 mg/m <sup>3</sup>	
Total Siloxanes	Comm Free(<0.5 mg Si/m <sup>3</sup> )	
Ammonia (% vol.)	Comm Free(<10 ppmv)	
Halocarbons (total measured halocarbons) <sup>3</sup>	Comm Free(<3 ppmv)	
Aldehyde/Ketones	Aldehydes/Ketones must be at a level that does not unreasonably interfere with odorization of the Company's gas.	

**NOTES - TABLE 1:**

- For purposes of this standard "Commercially Free", or "Comm Free", is defined as "Not Detectable" relative to typical pipeline gas flowing at the interconnect location that results in Renewable Natural Gas (RNG) being compositionally equivalent to flowing supplies. The analytical method, associated detection threshold, and testing facility shall be determined by NIPSCO. Periodic testing will be required where potential constituents of concern (COC) are reasonably expected.
- Higher Heating Value is dry, @ 14.73 psia 60°F. This applies to both high and low Btu values.
- NIPSCO may refuse to accept gas containing lower levels of halocarbons if NIPSCO reasonably determines that such gas is causing harm to its facilities or the gas-burning equipment of its customers, or is adversely affecting the operation of such facilities. In addition, NIPSCO and COMPANY may agree upon a different specification for halocarbons, provided that (1) COMPANY has delivered RNG to NIPSCO for a period of at least five years prior to the effective date of this section, and (2) COMPANY has demonstrated, to the reasonable satisfaction of NIPSCO, that RNG meeting the agreed-upon specification will not adversely affect (a) the quality of public utility service provided by NIPSCO; (b) the operation of NIPSCO's equipment; or (c) the operation of the gas-burning equipment of NIPSCO's customers.

The Total Heating Value of the gas shall be determined by taking samples of the gas at the point(s)

of receipt at such reasonable times as may be designated by NIPSCO. The Btu content per cubic foot shall be determined by an accepted type of calorimeter or other suitable instrument for a cubic foot of gas at a temperature of sixty (60) degrees Fahrenheit when saturated with water vapor and at a pressure of 14.73 psia. The Btu determination designated by NIPSCO shall be made by NIPSCO at its expense. Any additional Btu determinations requested by the COMPANY shall be at the COMPANY's expense. NIPSCO may, on a not-unduly discriminatory basis, accept volumes of gas, including Renewable Natural Gas (RNG), that fail to meet the quality specifications set forth in this Statement, if NIPSCO determines that it can do so without adversely affecting (1) system operations; (2) the operation of the NIPSCO's equipment; (3) the operation of gas-burning equipment of NIPSCO's other customers; or (4) the quality of public utility service provided by NIPSCO. In deciding whether to accept such volumes of gas, NIPSCO shall consider, without limitation, (1) which specifications are not being met; (2) the sensitivity of customer equipment and potential impact on such equipment; (3) the COMPANY's plan to improve gas quality; (4) the effect on system supply; (5) interchangeability; (6) the anticipated duration of the quality deviation; and (7) the blending ratio between geological natural gas and RNG in the area of NIPSCO's distribution system where RNG is being injected. NIPSCO shall not be obligated to accept gas which it reasonably believes may adversely affect the standard of public utility service offered by NIPSCO, or gas which it reasonably believes may adversely affect the operation of its equipment or the gas-burning equipment of its customers. If any gas delivered hereunder fails to meet the quality specifications set forth herein in this section, NIPSCO may, at any time, elect to refuse to accept all or any portions of such gas until the COMPANY brings the gas into conformity with such specifications. If a COMPANY has more than one source of supply into NIPSCO's system, each source will be independently evaluated to determine if it meets the required specifications.

## **2.2 Gas Quality Monitoring and Testing**

### **2.2.1 Gas Quality Monitoring**

Gas delivered to NIPSCO must be monitored using currently available technology to ensure it meets the quality specifications set forth in Section 2.1 "Specification of Components". When gas delivered cannot be monitored, see Section 2.2.2 "Gas Quality Testing."

For geological gas, the primary concern will be Water Vapor, Heat Content and Hydrogen Sulfide. Renewable Natural Gas shall be continuously monitored for certain items, based on the source of the gas as described in Section 3 "Renewable Natural Gas (RNG)".

### **2.2.2 Gas Quality Testing**

Constituents that are not monitored using currently available technology shall be tested in a laboratory, initially at NIPSCO's expense, and as necessary thereafter at the COMPANY's expense.

If the quality of the gas, based on a laboratory test, does not meet the standards in Section 2.1 "Specification of Components", the gas must be tested in a laboratory monthly, or more frequently on a basis determined by NIPSCO, at the COMPANY's expense, until the gas meets the standards in that section for three consecutive months or the COMPANY otherwise demonstrates to NIPSCO, in NIPSCO's reasonable discretion, that it has remediated the constituent deficiency.

Such tests shall include only the test method or methods that tests for the specific standard or standards that were not met, but NIPSCO may consider any results provided by such test method(s). NIPSCO may, at its option, require the COMPANY to install automatic shutoff devices, at the COMPANY's expense to prevent gas that fails to meet the quality specifications

set forth in Section 2.1 from entering NIPSCO's pipeline system.

The resultant gas mixture should be monitored to record the actual heating value and Wobbe index based on the contribution of each gas. It follows that end-of-line feeds and systems where the alternate gas source would dominate the flow into it should be avoided, but if they can't, gas interchangeability should be closely checked.

### 2.3 Interchangeability

Gas Interchangeability is defined as the ability to substitute one gaseous fuel for another in a combustion application without materially changing operational safety, efficiency, or performance, or materially increasing air pollutant emissions.

Interchangeability is described in technically based quantitative measures, such as indices, that have demonstrated broad application to end-uses and can be applied to either end-users or individual suppliers. The Wobbe index (Utilization Factor) is one interchangeability indication of a gas' ability to pass through a burner orifice and generate heat by combustion. The factor is determined by:

$$HV UF = \frac{HV}{\sqrt{SG}}$$

Where:

UF = Wobbe index (Utilization Factor) HV = Heating Value [Btu's / 1,000 cu. ft.]

SG = Specific gravity of the gas (air = 1.0)

The Wobbe index must be within a range of 1287 to 1400. It is not intended that the gas supply vary by this range, but that a burner can be adjusted for proper combustion if the Wobbe index is within the range. Additionally, a further analysis can be completed for gas interchangeability to check indices of yellow-tipping, flame lift-off, and flash-back. This analysis will compare the substitute gas with the specific reference gas in the system.

#### 3.1.1 Minimum Safeguards

Due to harmful and/or undesirable components in unconditioned biogas, COMPANY shall employ certain safeguards to ensure these do not enter the natural gas system.

The conditioned biogas (RNG/biomethane) must be continuously monitored by COMPANY for these components, and reactionary devices, such as automatic shut-off valves, must be employed to stop the biogas flow in the event that the conditioning equipment fails to perform adequately.

Constituents of concern (COC) that cannot be continuously monitored due to lack of current technology will be required to be tested in a laboratory a minimum of once per month, at NIPSCO's sole discretion and at the COMPANY's cost. Testing requirements will be specified in an agreement between COMPANY and NIPSCO.

If new technology for continuous monitoring becomes available to measure the gas quality standard contained herein, COMPANY shall be required to install, at their cost, an additional continuous monitor system if NIPSCO believes that gas quality variability can allow COC to enter the commercial gas stream. Any data gathered from the continuous monitoring system shall be provided to NIPSCO.

NIPSCO may also install continuous monitoring equipment, or utilize access to the COMPANY's monitoring equipment, to determine when an abnormal condition exists at the site. Remotely operated valves can be used by NIPSCO in the event the COMPANY's safeguards fail. In addition, NIPSCO may install corrosion monitoring, such as coupons or probes, for corrosive agents that may not be identified by typical gas quality monitoring equipment.

If manually monitoring the site, the frequency should initially be no less than quarterly basis until experience shows that less frequent monitoring is justified.

### 3. REMEDIATION

The following remedial actions shall be completed by System Operations Leadership when gas supplies do not meet the limits in Section 2 "Gas Quality". At no time will NIPSCO accept gas with toxic or hazardous substances. These supplies shall be shut off.

1. Call and inform the COMPANY of the situation.
2. Request the COMPANY to remedy the situation.
3. Inform the COMPANY the expectations of the time frame allowed for remediation. If the situation warrants, the supply may be shut off immediately.
4. Inform the COMPANY that if remediation has not been completed by the allowed time frame, then shut off of the supply will be considered.
5. While the COMPANY attempts to remedy the situation, gather information pertaining to operation issues with the current supply. Involve Field Engineering and local Corrosion personnel to consider operational issues such as: internal corrosion; pressure regulation downstream of supply point; amount of pressure drop before supply reaches customers; heaters at regulator downstream of supply point; and regulator or meter distance downstream of supply point. There may be no operation issues.
6. Determine if the situation is detrimental to pipeline operations, corrosion, measurement operation and regulator operations. Discuss the situation with Operating Center Managers, System Operations Directors/Managers, and Field Engineers.

7. Determine if shutting off gas supplies will limit gas supply to NIPSCO customers.
8. Shut off COMPANY if supply can be shut off without limiting the supply to NIPSCO customers and the COMPANY has not remedied the situation.

Increased monitoring of facilities may be required if supply cannot be shut off and the issues have not been resolved.

#### 4. RETURNING SUPPLY TO SERVICE

When a COMPANY requests to be turned back on after being shut off due to not meeting the gas quality specification, the COMPANY shall provide documentation that the gas meets the required Gas Quality specifications. NIPSCO shall then perform tests to ensure the gas now meets the Gas Quality specifications, and shall be completed by field personnel with input from local Corrosion personnel and Field Engineering. The cost of the tests, if any, shall be borne by the COMPANY.

#### 5. RECORDS

All records of gas analyses shall be retained in the appropriate system of records (e.g. WMSDocs or NiDocs). The group initiating the tests shall ensure that the records are properly retained.

ATTACHMENT D



**GAS CONTROL PROCEDURE  
MONITORING AND RESPONSE PROCEDURE**

**DATE: XX/XX/20XX CONFIDENTIAL**

## 1 Revision History

NIPSCO - Monitoring and Response Procedure is subject to annual review and approval by Gas Control once per calendar year, not to exceed 15 months.

Additionally, as requirements change, this document must be reviewed, revised, and approved as necessary.

### 1.1 *Revision History*

Version	Date	Author	Approver	Comments
1.0	X/XX/20XX			

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## 2 Introduction

### 3 *Purpose*

To establish a procedure by which a Gas Controller shall respond to alarms received from the facility and to notify the appropriate Parties and operate the valve at the station.

### 4 *Scope*

COMPANY is a renewable energy company that operates a wastewater treatment facility near Fort Wayne, Indiana.

For the purpose of Gas Control, we will only be concerned with the gas being injected into the NIPSCO gas system. Gas Control will monitor the gas quality, odorant level, pressure, and flow of gas into our system.

The RTU program has been designed to close the valve automatically when any parameter goes outside of a pre-determined range. This is to ensure that our system is not over pressurized, that odorant levels are within range, and that the gas quality meets the specifications set forth by NIPSCO.

### 5 *Procedure*

When one of the alarms identified in Section 6 below is triggered and NIPSCO receives automated notice that one of the automated valves identified in Section 7 below changes status to a closed position, then NIPSCO will notify the COMPANY that an alarm has been triggered and one or more valves closed in accordance with the procedures set forth in Section 8 below.

### 6 *Alarms*

There are several points which are alarmed similar to other supplier delivery stations. The following parameters are monitored and alarmed as safety related:

- Station Inlet Pressure (PSIG)
- Metering Pressure (PSIG)
- Metering Temperature (Degrees F)
- Filter Differential (PSID)

### 7 *Valve Control*

There is an automatic valve which allows or disallows the COMPANY's facility to deliver natural gas into the NIPSCO system. This valve is capable of opening or closing fully within 10 seconds. There is a valve control status which dictates whether this valve is in "Automatic" or "Manual" mode of operation. The valve has been designed to automatically open when all of the pipeline gas quality, odorant levels, and pressures are within the operating parameters set in the RTU.

In the "Automatic" mode of operation, the valve will **CLOSE** if any of the following parameters are outside of the limits set at the station RTU. These limits can be found by selecting the "Gas Quality Alarm Limits" button on the COMPANY station display in SCADA.

- Station Inlet or Metering Pressure exceeds the high alert limit.
- Metering Temperature exceeds high alert limit.
- Odorant Tank Level from NIPSCO reads less than the inventory alert limit.
- Gas Moisture exceeds the high alert limit.
- Gas BTU content is outside of the low or high alert limits.

- Methane (CH<sub>4</sub>) content reads less than the alert limit.
- Hydrogen Sulfide (H<sub>2</sub>S) content exceeds high alert limit.
- Nitrogen (N<sub>2</sub>) content exceeds high alert limit.
- Oxygen (O<sub>2</sub>) content exceeds high alert limit.

There is a 10 to 60 second delay before the valve actuates to prevent the valve from closing due to intermittent fluctuations of these values.

Selecting the “Manual” mode of operation permits the valve to be opened or closed by the Gas Controller. In “Manual” mode, the valve status can be set to either “Open” (allows COMPANY to flow into NIPSCO) or “Closed” (does not permit COMPANY to deliver gas into NIPSCO). The control valve is color coded green when open and yellow when closed. While in “Manual” control status, the valve will remain in the current open or closed state until the Gas Controller commands it to change state (it will not look at the trip parameters listed above). This would be a **highly abnormal** operating condition, and should **only** be performed at the request of the following:

- Manager of Gas Control
- Gas Control Specialist
- Gas Control Supervisor
- Area GM&T Royal Center Supervisor
- Technical Applications Engineer

COMPANY personnel **DO NOT** have the authority to direct Gas Control to open the valve manually and requests should be directed to Gas Control management.

Except for a very rare instance, the valve operation will remain in “Automatic” control status, in which pre-programmed parameters will determine if the valve stays open or will be closed.

## 8 *COMPANY Contacts*

In the event that Gas Control receives an alarm that the valve has closed while gas is flowing into NIPSCO system (VALVE [NAME TBD] goes to zero), the Gas Controller shall contact COMPANY personnel immediately during business hours and first thing the next business day if the alarm is received after normal business hours. After notification, the parties will discuss what actions are necessary to remediate the alarm and reopen the closed valve.

Notification should include:

- Time of valve closure
- Parameter alarm that caused valve to close (High IP, Odorant Rate, etc.)
- Any parameter still in alarm

COMPANY CONTACT INFORMATION TBD

## 9 *NIPSCO Contacts*

For issues with the following:

Primary Communication (Microwave), contact Communication & Control: TBD Instrumentation or CDMA communication issues, contact Calumet GM&T: TBD Advanced troubleshooting, contact Instrumentation and Controls Engineer: TBD

## 10 *Requirement Mapping*

Standard	Req. #	Title	Document Section(s)

# Interoffice Memo

Date: September 3, 2025  
To: Common Council Members  
From: Eric Ruppert, City Utilities Engineering  
RE: Water Pollution Control Plant Renewable Natural Gas Facilities – Interconnect Agreement  
W.O. # 77202

*Eric Ruppert*  
9/4/2025

Council District # N/A – At Plants

Northern Indiana Public Service Company LLC shall provide the City professional and constructions services in all phases of the Project to which the scope of services applies. These services will: Installation of a new point of interconnection between the Northern Indiana Public Service Company (NIPSCO) distribution facilities and the City Utilities renewable natural gas generation facilities. The facility shall be designed and constructed by NIPSCO.

Implications of not being approved: During the Anaerobic Digestion process, biogas is produced. Currently this biogas is utilized in specialized generators and boilers to provide supplemental power and heat to the facility. When there is excess biogas that cannot be utilized, the gas is flared. This agreement will allow any purified gas produced at the facility to be transported through the NIPSCO transportation facilities for utilization. This agreement expands options for gas utilization and ensures equipment uptime during all seasons and gas demands.

If Prior Approval is being Requested, Justify: N/A

NIPSCO is the sole provider for Natural Gas at the Water Pollution Control Plant facility and surrounding area. This facility is intended to be located on City Utilities property and solely be utilized by City Utilities for distribution of gas into the NIPSCO pipeline. The agreement reimburses construction costs and design costs incurred during the project.

The cost of said project funded by Sewer Utility Bond.

Council Introduction Date: September 9, 2025

CC: Matthew Wirtz  
Jill Helfrich  
File