

**RIDER 879**  
**INTERCONNECTION STANDARDS**

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**TO WHOM AVAILABLE**

This Rider shall be applicable to the Rate Schedules as identified in Appendix A.

In accordance with 170 IAC 4-4.3 of the IURC Rules, as the same may be revised from time to time by the Commission, applicable to Customer-generator Interconnection Standards (“IURC Rule 4.3”), eligible Customers may operate and interconnect generation equipment to the Company’s electric system after meeting the requirements of IURC Rule 4.3, this Rider and other provisions of the Company’s Tariff and the approval process as defined.

**DEFINITIONS**

A Customer shall initiate the approval process by submitting the appropriate application (see Interconnection Agreements below) and fees based on the size and type of the generating unit as defined by the following:

- Level 1: Inverter-based Customer-generator facilities with a name plate rating of 10kW or less which meet certification requirements of Section 5 of IURC Rule 4.3.
- Level 2: Customer-based generator facilities with a name plate rating for 2 MW or less which meet the certification requirements of Section 5 of IURC Rule 4.3.
- Level 3: Customer-based generator facilities which do not qualify for either Level 1 or Level 2.

**RATE**

The interconnection review fees shall be as follows:

- Level 1: There is no charge.
- Level 2: The charge for a Level 2 interconnection review is fifty dollars (\$50) plus one dollar (\$1) per kW of the Customer-generator facility's name plate capacity.
- Level 3: The charge for a Level 3 review is one hundred dollars (\$100) plus two dollars (\$2) per kW of the Customer-generator facility's name plate capacity, as well as one hundred dollars (\$100) per hour for engineering work performed as part of any impact or facilities study. The cost of additional facilities in order to accommodate the interconnection of the Customer-generator facility shall be the responsibility of the Applicant.

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**PROCEDURES**

The interconnection review procedures are prescribed by the following sections of IURC Rule 4.3:

Level 1: Section 6

Level 2: Section 7

Level 3: Section 8

Before the Company may allow interconnection with an eligible Customer's facility, the Customer shall be required to enter into an Interconnection Agreement with the Company applicable to the facility.

The above referenced agreements and associated applications are included herein, as follows:

1. Application For Interconnection – Level 1, Certified Inverter Based Generation Equipment of 10 kW or Smaller
2. Application For Interconnection – Level 2 or Level 3
3. Interconnection Agreement For Interconnection and Parallel Operation of Certified Inverter-Based Equipment 10 kW or Smaller
4. Interconnection Agreement for Level 2 or Level 3 Facilities,
5. Set forth in in Exhibit A to the Interconnection Agreement

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**Application For Interconnection**

**Level 1\*\* - Certified\* Inverter-Based Generation Equipment**  
**10kW or Smaller**

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Home/Business Phone No.: \_\_\_\_\_ Daytime Phone No.: \_\_\_\_\_

Email \_\_\_\_\_ Address \_\_\_\_\_ (Optional): \_\_\_\_\_

Type of Facility:

Solar Photovoltaic  Wind Turbine  Other (specify) \_\_\_\_\_

Inverter Power Rating: \_\_\_\_\_ Quantity: \_\_\_\_\_ Total Rated "AC" Output: \_\_\_\_\_

Inverter Manufacturer and Model Number: \_\_\_\_\_

Name of Contractor/Installer: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_ Email Address (Optional): \_\_\_\_\_

Attach documentation confirming that a nationally recognized testing and certification laboratory has listed the equipment.

Attach a single line diagram or sketch one below that includes all electrical equipment from the point where service is taken from Northern Indiana Public Service Company to the inverter which includes the main panel, sub-panels, breaker sizes, fuse sizes, transformers, and disconnect switches (which may need to be located outside and accessible by utility personnel).

Mail to: NIPSCO, Attn: New Business Department, 801 E. 86<sup>th</sup> Avenue, Merrillville, IN 46410

\* Certified as defined in 170 Indiana Administrative Code 4-4.3-5.

\*\* Level 1 as defined in 170 Indiana Administrative Code 4-4.3-4(a).

**Issued Date**  
**12/04/2019**

**Effective Date**  
**01/02/2020**



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**Application For Interconnection**  
**Level 2\*\* or Level 3\*\***

Customer Name: \_\_\_\_\_  
Customer Address: \_\_\_\_\_  
Project Contact Person: \_\_\_\_\_  
Phone No.: \_\_\_\_\_ Email Address (Optional): \_\_\_\_\_

Provide names and contact information for other contractors and engineering firms involved in the design and installation of the generation facilities:

\_\_\_\_\_  
\_\_\_\_\_

Total Generating Capacity of Customer-Generator Facility: \_\_\_\_\_

Type of Generator:   Inverter-Based   Synchronous   Induction

Power Source:   Solar   Wind   Diesel-fueled Reciprocating Engine  
  Gas-Fueled Reciprocating Engine   Gas Turbine   Microturbine  
  Other (Specify) \_\_\_\_\_

Is the Equipment "Certified" as defined by 170 Indiana Administrative Code ("IAC") 4-4.3-5  
  Yes   No

Indicate all possible operating modes for this generator facility:

- Emergency / Standby – Operated when Northern Indiana Public Service Company ("NIPSCO") service is not available. Paralleling is for short durations.  
  Peak Shaving – Operated during peak Demand periods. Paralleling is for extended times.  
  Base Load Power – Operated continuously at a pre-determined output. Paralleling is continuous.  
  Cogeneration – Operated primarily to produce thermal Energy. Paralleling is extended or continuous.  
  Renewable non-dispatched – Operated in response to an available renewable resource such as solar or wind. Paralleling is for extended times.  
  Other – Describe: \_\_\_\_\_

Will the Customer-Generator Facility export power?   Yes   No If yes, how much? \_\_\_\_\_

Level of Interconnection Review Requested:

- Level 2\*\*  
  Level 3\*\*

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**Application For Interconnection**  
**Level 2\*\* or Level 3\*\*** (continued)

**FEES**

For this application to be considered complete, adequate documentation and information must be submitted that will allow NIPSCO to determine the impact of the generation facilities on NIPSCO's electric system and to confirm compliance by Customer with the provisions of 170 IAC 4-4.3 and other applicable requirements. Typically this should include the following:

1. Single-line diagram of the Customer's system showing all electrical equipment from the generator to the point of interconnection with NIPSCO's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, and current transformers.
2. Control drawings for relays and breakers.
3. Site Plans showing the physical location of major equipment.
4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
6. For Certified\* equipment, documentation confirming that a nationally recognized testing and certification laboratory has listed the equipment.
7. A description of how the generator system will be operated including all modes of operation.

For inverters, the manufacturer name, model number, and AC power rating, Operating manual or link to manufacture's web site containing such manual.

8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data ( $X_d$ ,  $X'_d$ , &  $X''_d$ ).
9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

This application is subject to further consideration and study by NIPSCO and the possible need for additional documentation and information from Customer.

Mail to:  
NIPSCO

Attn: New Business Department, 801 E. 86th Avenue, Merrillville, IN 46410

\*\* Level 2 and Level 3 as defined in 170 Indiana Administrative Code 4-4.3-4(a).

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**INTERCONNECTION AGREEMENT**  
**FOR INTERCONNECTION AND PARALLEL OPERATION**  
**OF CERTIFIED INVERTER-BASED EQUIPMENT 10 kW OR SMALLER**

THIS INTERCONNECTION AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_, by and between Northern Indiana Public Service Company (“Company”), and \_\_\_\_\_, located at \_\_\_\_\_ (“Customer”).

**WITNESSETH:**

WHEREAS, Customer is installing, or has installed, inverter-based Customer-generator facilities and associated equipment (“Generation Facilities”) to interconnect and operate in parallel with Company’s electric distribution system, which Generation Facilities are more fully described as follows:

Location: \_\_\_\_\_

Type of facility:   Solar   Wind   Other \_\_\_\_\_

Inverter Power Rating: \_\_\_\_\_ (Must have individual inverter name plate capacity of 10kW or less.)

Inverter Manufacturer and Model Number: \_\_\_\_\_

Description of electrical installation of the Generation Facilities, including any field adjustable voltage and frequency settings:

As shown on a single line diagram attached hereto as “Exhibit A” and incorporated herein by this reference; or

Described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

NOW THEREFORE, in consideration thereof, Customer represents and agrees that the Generation Facilities are, or will be prior to operation, certified as complying with:

- (i) The requirements of the Institute of Electrical and Electronics Engineers (“IEEE”) Standard 1547-2003, “Standard for Interconnecting Distributed Resources with Electric Power Systems”, as amended and supplemented as of the date of this Agreement, which standard is incorporated herein by this reference (“IEEE Standard 1547-2003”); or
- (ii) The requirements of the Underwriters Laboratories (“UL”) Standard 1741 concerning Inverters, Converters and Controllers for Use in Independent Power Systems, as amended and supplemented as of the date of this Agreement, which standard is incorporated herein by this reference.

**Issued Date**  
**12/04/2019**

**Effective Date**  
**01/02/2020**

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Dispute Resolution. In the event of a dispute between the Parties arising out of or relating to this Agreement, the Parties shall agree to seek informal dispute resolution or settlement prior to the institution of any other dispute resolution process. Should the informal dispute resolution process described herein be unsuccessful, the Parties agree that no written or oral representations made during the course of the attempted dispute resolution shall constitute a Party admission or waiver and that each Party may pursue any other legal or equitable remedy it may have available to it. The Parties agree that the existence of any dispute or the institution of any dispute resolution process (either formal or informal) shall not delay the performance of each Party's undisputed responsibilities under this Agreement.

Customer further represents and agrees that:

- (i) The Generation Facilities are, or will be prior to operation, designed and installed to meet all applicable requirements of IEEE Standard 1547-2003, the National Electrical Code and local building codes, all as in effect on the date of this Agreement;
- (ii) The voltage and frequency settings for the Generation Facilities are fixed or, if field adjustable, are as stated above; and
- (iii) If requested by Company, Customer will install and maintain, at Customer's expense, a disconnect switch located outside and accessible by Company personnel.

Customer agrees to maintain reasonable amounts of insurance coverage against risks related to the Generation Facilities for which there is a reasonable likelihood of occurrence, as required by the provisions of 170 Indiana Administrative Code ("IAC") 4-4.3-10, as the same may be revised from time to time by the Commission ("Commission") and the Company Rules. Prior to execution of this Agreement and from time to time after execution of this Agreement, Customer agrees to provide to Company proof of such insurance upon Company's request.

With respect to the Generation Facilities and their interconnection to Company's electric system, Company and Customer, whichever is applicable, (the "Indemnifying Party") shall indemnify and hold the other harmless from and against all claims, liability, damages and expenses, including attorney's fees, based on any injury to any person, including the loss of life, or damage to any property, including the loss of use thereof, arising out of, resulting from, or connected with, or that may be alleged to have arisen out of, resulted from, or connected with, an act or omission by the Indemnifying Party, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of the Indemnifying Party's facilities, as required by the provisions 170 IAC 4-4.3-10(b)(2), as the same may be revised from time to time by the Commission and the Company rules.

Company agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Company's electric system in accordance with the provisions of 170 IAC 4-4.3, as the same may be revised from time to time by the Commission, which provisions are incorporated herein by this reference.

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By this Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the Generation Facilities.

In the event that Customer and Company are unable to agree on matters relating to this Agreement, either Customer or Company may submit a complaint to the Commission in accordance with the Commission's applicable rules.

For purposes of this Agreement, the term "certify" (including variations of that term) has the meaning set forth in 170 IAC 4-4.3-5, as the same may be revised from time to time by the Commission, which provision is incorporated herein by this reference.

Customer's use of the Generation Facilities is subject to the Company Rules and Regulations, as contained in Company's Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission.

Both Company and this Agreement are subject to the jurisdiction of the Commission. To the extent that Commission approval of this Agreement may be required now or in the future, this Agreement and Company's commitments hereunder are subject to such approval.

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

_____	CUSTOMER
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

Mail To:  
NIPSCO  
Attn: New Business Department  
801 E. 86th Avenue  
Merrillville, IN 46410



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**INTERCONNECTION AGREEMENT  
FOR LEVEL 2 OR LEVEL 3 FACILITIES**

**THIS INTERCONNECTION AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Northern Indiana Public Service Company (“Company”), and \_\_\_\_\_ (“Customer”). Company and Customer are hereinafter sometimes referred to individually as “Party” or collectively as “Parties”.

**WITNESSETH:**

WHEREAS, Customer is installing, or has installed, generation equipment, controls, and protective relays and equipment (“Generation Facilities”) used to interconnect and operate in parallel with Company’s electric system, which Generation Facilities are more fully described in Exhibit A, attached hereto and incorporated herein by this Agreement, and as follows:

Location: \_\_\_\_\_  
Generator Size and Type: \_\_\_\_\_

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

1. Application. It is understood and agreed that this Agreement applies only to the operation of the Generation Facilities described above and on Exhibit A.
2. Interconnection. Company agrees to allow Customer to interconnect and operate the Generation Facilities in parallel with Company’s electric system in accordance with any operating procedures or other conditions specified in Exhibit A. By this Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, Company does not give any warranty, express or implied, as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the Generation Facilities. The Generation Facilities installed and operated by or for Customer shall comply with, and Customer represents and warrants their compliance with: (a) the National Electrical Code and the National Electrical Safety Code, as each may be revised from time to time; (b) Company Rules as each may be revised from time to time with the approval of the Commission (“Commission”); (c) the rules and regulations of the Commission, including the provisions of 170 Indiana Administrative Code 4-4.3, as such rules and regulations may be revised from time to time by the Commission; and (d) all other applicable local, state, and federal codes and laws, as the same may be in effect from time to time.

**Issued Date**  
12/04/2019

**Effective Date**  
01/02/2020

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Customer shall install, operate, and maintain, at Customer's sole cost and expense, the Generation Facilities in accordance with the manufacturer's suggested practices for safe, efficient and reliable operation of the Generation Facilities in parallel with Company's electric system. Customer shall bear full responsibility for the installation, maintenance and safe operation of the Generation Facilities. Customer shall be responsible for protecting, at Customer's sole cost and expense, the Generation Facilities from any condition or disturbance on Company's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges.

Customer agrees that, without the prior written permission from Company, no changes shall be made to the configuration of the Generation Facilities, as that configuration is described in Exhibit A, and no relay or other control or protection settings specified in Exhibit A shall be set, reset, adjusted or tampered with, except to the extent necessary to verify that the Generation Facilities comply with Company approved settings.

3. Operation by Customer. Customer shall operate the Generation Facilities in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of Company's electric system. At all times when the Generation Facilities are being operated in parallel with Company's electric system, Customer shall so operate the Generation Facilities in such a manner that no disturbance will be produced thereby to the service rendered by Company to any of its other Customers or to any electric system interconnected with Company's electric system. Customer understands and agrees that the interconnection and operation of the Generation Facilities pursuant to this Agreement is secondary to, and shall not interfere with, Company's ability to meet its primary responsibility of furnishing reasonably adequate service to its Customers.

Customer's control equipment for the Generation Facilities shall immediately, completely, and automatically disconnect and isolate the Generation Facilities from Company's electric system in the event of a fault on Company's electric system, a fault on Customer's electric system, or loss of a source or sources on Company's electric system. The automatic disconnecting device included in such control equipment shall not be capable of reclosing until after service is restored on Company's electric system. Additionally, if the fault is on Customer's electric system, such automatic disconnecting device shall not be reclosed until after the fault is isolated from Customer's electric system. Upon Company's request, Customer shall promptly notify Company whenever such automatic disconnecting devices operate.

Customer shall coordinate the location of any disconnect switch required by Company to be installed and maintained by Customer.

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4. Access by Company. Upon reasonable advance notice to Customer, Company shall have access at reasonable times to the Generation Facilities whether before, during or after the time the Generation Facilities first produce Energy, to perform reasonable on-site inspections to verify that the installation and operation of the Generation Facilities comply with the requirements of this Agreement and to verify the proper installation and continuing safe operation of the Generation Facilities. Company shall also have at all times immediate access to breakers or any other equipment that will isolate the Generation Facilities from Company's electric system. The cost of such inspection(s) shall be at Company's expense; however, Company shall not be responsible for any other cost Customer may incur as a result of such inspection(s).

The Company shall have the right and authority to isolate the Generation Facilities at Company's sole discretion if Company believes that:

- (a) continued interconnection and parallel operation of the Generation Facilities with Company's electric system creates or contributes (or will create or contribute) to a system emergency on either Company's or Customer's electric system;
  - (b) the Generation Facilities are not in compliance with the requirements of this Agreement, and the non-compliance adversely affects the safety, reliability or power quality of Company's electric system; or
  - (c) the Generation Facilities interfere with the operation of Company's electric system. In non-emergency situations, Company shall give Customer reasonable notice prior to isolating the Generating Facilities.
5. Rates and Other Charges. This Agreement does not constitute an agreement by Company to purchase or wheel power produced by the Generation Facilities, or to furnish any backup, supplemental or other power or services associated with the Generation Facilities, and this Agreement does not address any charges for excess facilities that may be installed by Company in connection with interconnection of the Generation Facilities. It is understood that if Customer desires an agreement whereby Company wheels power, or purchases Energy and/or capacity, produced by the Generation Facilities, or furnishes any backup, supplemental or other power or services associated with the Generation Facilities, then Company and Customer may enter into another mutually acceptable separate agreement detailing the charges, terms and conditions of such purchase or wheeling, or such backup, supplemental or other power or services. It is also understood that if any such excess facilities are required, including any additional metering equipment, as determined by Company, in order for the Generation Facilities to interconnect with and operate in parallel with Company's electric system, then such excess facilities be detailed in Exhibit B of this Agreement including the facilities to be added by the Company to facilitate the interconnection of the Customer's Generation Facilities and the costs of such excess facilities shall be paid by the Customer to the Company.

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6. General Insurance Requirements. Customer shall procure at its sole cost and expense and maintain in effect during all periods of parallel operation of the Generation Facilities with Company's electric system and for a period of two 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 and approved by Company. Customer shall be licensed to do business in the state where the services are to be performed. Such insurance companies shall be authorized to do business in the jurisdiction in which the Project is located. Company reserves the right to require Customer to provide and maintain additional coverages based upon the Services, Work, or exposure:
- (a) Commercial General Liability insurance including product liability and completed operations coverage with limits of not less than \$1,000,000 per occurrence and in the aggregate.
  - (b) Business Auto Coverage with a \$1,000,000 each accident limit and shall be in Customer's name and shall include owned, non-owned, leased and hired vehicle coverage.
  - (c) Excess or Umbrella Liability Insurance with a combined single limit of not less than \$2,000,000 per occurrence. These limits apply in excess of the insurance coverages required for specific Projects.
  - (d) Before any interconnection with Company's electric system, Customer must furnish properly executed certificates of insurance and endorsements naming Company as an Additional Insured under the Commercial General Liability, Business Auto, and Umbrella/Excess policies. Additional Insured means, naming Company as an insured under the liability coverages with respect to the Services under the Agreement and providing that such insurance is primary and non-contributory to any liability insurances covered by Company.
  - (e) Customer shall directly provide to Company (30) days prior to such notices of non-renewal and/or cancellation and/or reduction in limits or material change in any of the required coverages.
  - (f) Failure to Pay Premiums. If Customer's insurance is canceled because Customer failed to pay its premiums or any part thereof, or if Customer fails to provide and maintain certificates as set forth herein, Company 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 Customer, or to seek reimbursement for said payments from Customer, which sums shall be due and payable immediately upon receipt by Customer of notice from Company.
  - (g) Customer waives all rights against Company and its agents, officers, directors, and employees for recovery of damages howsoever caused. Whenever Customer shall have Company's property in its possession for Customer's fabrication or otherwise as herein required, Customer shall be deemed the insurer thereof and shall be responsible for such property until its return to and acceptance by Company.

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(h) In the event that Customer elects to perform a portion of the Services through the use of Subcontractors, Customer shall require Subcontractors to comply with the insurance requirements of this Article. Customer shall contractually obligate its Subcontractors to promptly advise Customer of any lapse of the requisite insurance coverages, and Customer shall promptly advise Company of same. Customer assumes all liability for its Subcontractors' failure to comply with the insurance provisions of this Agreement.

(i) Customer shall have seven (7) days from the Notice of Award to provide Company with certificates of insurance required pursuant to this Section. Customer's insurance documents are to be submitted to the address, email or fax below:

NiSource Corporate Services Company  
c/o Supply Chain Services 6<sup>th</sup> Floor  
200 Civic Center Dr.  
Columbus, OH 43215  
Email: [certificatesofinsurance@NiSource.com](mailto:certificatesofinsurance@NiSource.com)  
Fax: 614-460-4613

7. Indemnification.

(a) To the fullest extent permitted by law, each party ("Indemnifying Party") agrees to indemnify, defend and hold harmless Company and its parent company, agents, affiliates and employees (collectively, "Indemnitees") from and against all claims, damages, losses, fines, penalties and expenses, including attorneys' fees, including loss of life or property or use thereof, related in any way to any act or omission of the Indemnifying Party (in the construction, ownership, operation or maintenance of its respective system used in connection with the Agreement (collectively, "Claims").

(b) Indemnifying Party shall have the obligation to defend all indemnification Claims in the name and stead of 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 Customer 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 Indemnitees and Customer with respect to any such Claim, such that counsel selected by Customer cannot represent both the Indemnitees and Customer without waivers of such conflict, then Customer shall pay the reasonable costs and expenses of the Indemnitees' separate legal representation, in addition to the cost of counsel selected by Customer. Indemnitees shall have the right (but not the obligation) to defend any Claim for which they are indemnified by Customer or Subcontractor hereunder and, in the event Indemnitees elect to exercise such right to defend themselves, shall be entitled to select counsel of their choice to conduct such defense. If Indemnitees are required to bring an action to enforce its rights pursuant to this section, then Indemnitees shall be entitled to reimbursement of all expenses, include all attorney's fees incurred in connection with such action.

(c) Customer's obligations under this Article shall survive any termination of the Agreement.

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8. Effective Term and Termination Rights. This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated in accordance with the provisions of this Agreement. This Agreement may be terminated for the following reasons:
- (a) Customer may terminate this Agreement at any time by giving Company at least sixty (60) days' prior written notice stating Customer's intent to terminate this Agreement at the expiration of such notice period;
  - (b) Company may terminate this Agreement at any time following Customer's failure to generate Energy from the Generation Facilities in parallel with Company's electric system within twelve (12) months after completion of the interconnection provided for by this Agreement;
  - (c) either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) days' prior written notice that the other Party is in default of any of the material terms and conditions of this Agreement, so long as the notice specifies the basis for termination and there is reasonable opportunity for the Party in default to cure the default; or
  - (d) Company may terminate this Agreement at any time by giving Customer at least sixty (60) days' prior written notice in the event that there is a change in an applicable rule or statute affecting this Agreement.
9. Termination of Any Applicable Existing Agreement. From and after the date when service commences under this Agreement, this Agreement shall supersede any oral and/or written agreement or understanding between Company and Customer concerning the service covered by this Agreement and any such agreement or understanding shall be deemed to be terminated as of the date service commences under this Agreement.
10. Force Majeure. For purposes of this Agreement, the term "Force Majeure" means any cause or event not reasonably within the control of the Party claiming Force Majeure, including, but not limited to, the following: acts of God, strikes, lockouts, or other industrial disturbances; acts of public enemies; orders or permits or the absence of the necessary orders or permits of any kind which have been properly applied for from the government of the United States, the State of Indiana, any political subdivision or municipal subdivision or any of their departments, agencies or officials, or any civil or military authority; unavailability of a fuel or resource used in connection with the generation of electricity; extraordinary delay in transportation; unforeseen soil conditions; equipment, material, supplies, labor or machinery shortages; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; drought; arrest; war; civil disturbances; explosions; breakage or accident to machinery, Transmission Lines, pipes or canals; partial or entire failure of utilities; breach of contract by any supplier, contractor, subcontractor, laborer or materialman; sabotage; injunction;



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blight; famine; blockade; or quarantine. If either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure, both Parties shall be excused from whatever obligations under this Agreement are affected by the Force Majeure (other than the obligation to pay money) and shall not be liable or responsible for any delay in the performance of, or the inability to perform, any such obligations for so long as the Force Majeure continues. The Party suffering an occurrence of Force Majeure shall, as soon as is reasonably possible after such occurrence, give the other Party written notice describing the particulars of the occurrence and shall use commercially reasonable efforts to remedy its inability to perform; provided, however, that the settlement of any strike, walkout, lockout or other labor dispute shall be entirely within the discretion of the Party involved in such labor dispute.

11. Dispute Resolution. In the event of a dispute between the Parties arising out of or relating to this Agreement, the Parties shall agree to seek informal dispute resolution or settlement prior to the institution of any other dispute resolution process. Should the informal dispute resolution process described herein be unsuccessful, the Parties agree that no written or oral representations made during the course of the attempted dispute resolution shall constitute a Party admission or waiver and that each Party may pursue any other legal or equitable remedy it may have available to it. The Parties agree that the existence of any dispute or the institution of any dispute resolution process (either formal or informal) shall not delay the performance of each Party's undisputed responsibilities under this Agreement.
12. Rules. Customer's use of the Generation Facilities is subject to the Company Rules and Regulations, as contained in Company's Retail Electric Tariff, as the same may be revised from time to time with the approval of the Commission.

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

Northern Indiana Public Service Company

By: \_\_\_\_\_  
(Title) \_\_\_\_\_

"Customer" \_\_\_\_\_  
By: \_\_\_\_\_  
(Title) \_\_\_\_\_

Mail To:  
NIPSCO  
Attn: New Business Department  
801 E. 86th Avenue  
Merrillville, IN 46410

**Issued Date**  
**12/04/2019**

**Effective Date**  
**01/02/2020**



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**EXHIBIT A  
Interconnection Agreement – (Customer Name)**

Exhibit A should include:

- (i) Single Line Diagram;
- (ii) Relay Settings;
- (iii) Description of Generator and Interconnection Facilities; and
- (iv) Conditions of Parallel Operation.