

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

PETITION OF NORTHERN INDIANA)	
PUBLIC SERVICE COMPANY FOR)	
APPROVAL OF MODIFICATIONS TO AND)	
AN EXTENSION OF ITS ELECTRIC)	
RENEWABLE FEED-IN TARIFF PROVIDING)	
FOR THE PURCHASE OF ENERGY FROM)	
RENEWABLE ENERGY RESOURCES)	CAUSE NO. 44393
PURSUANT TO IND. CODE CH. 8-1-8.8.)	
AND FOR THE CONTINUED RECOVERY)	
OF COSTS ASSOCIATED WITH THOSE)	
PURCHASES UNDER IND. CODE § 8-1-2-)	
42(a) OR SUCCESSOR MECHANISMS IN)	
ACCORDANCE AND CONSISTENT WITH)	
THE INDIANA UTILITY REGULATORY)	
COMMISSION'S ORDER DATED JULY 13,)	
2011 IN CAUSE NO. 43922.)	

STIPULATION AND SETTLEMENT AGREEMENT

This Stipulation and Settlement Agreement ("Agreement") is entered into by and between Northern Indiana Public Service Company ("NIPSCO"), the Indiana Office of Utility Consumer Counselor ("OUCC"), Citizens Action Coalition of Indiana, Inc. ("CAC"), The Hoosier Chapter of the Sierra Club ("Sierra Club"), Indiana Distributed Energy Alliance, Inc. ("Indiana DG"), and Bio Town Ag, Inc. ("Bio Town") (the "Parties") who stipulate and agree for purposes of settling the issues in this Cause that the terms and conditions set forth below represent a fair and reasonable resolution of the issues, subject to incorporation into a Final Order of the Indiana Utility Regulatory

Commission ("Commission") without any modification or condition that is not acceptable to the Parties.

A. Background.

1. This proceeding was initiated by NIPSCO through the filing of its *Verified Petition* on September 11, 2013 seeking approval of modifications to and an extension of its electric Rate 665 – Renewable Feed-In Tariff ("FIT").

2. On October 23, 2013, the Commission issued an Interim Order in this Cause approving the continuation of NIPSCO's FIT which was approved in Cause No. 43922 and was set to expire December 31, 2013. The Commission authorized NIPSCO to continue offering its FIT on an interim basis pending a final order in this Cause or other further order of the Commission.

3. The Parties conducted numerous face-to-face meetings to discuss terms of a FIT and modifications to NIPSCO's Rider 680 – Net Metering tariff. These discussions included an open and candid exchange of ideas, concepts and positions that ultimately resulted in modified provisions of the FIT, one modification to NIPSCO's Net Metering tariff and other supporting changes that all Parties support.

B. Terms and Conditions of Settlement.

4. Except as noted below,¹ the Parties agree that the modified Rate 665 – Renewable Feed-In Tariff, a redline of which is attached to this Agreement as Exhibit A, is reasonable and consistent with the public interest, and should be approved and implemented in a manner consistent with this Agreement.

5. The Parties agree that the terms and conditions in the proposed standard Renewable Power Purchase Agreement (“RPPA”), a redline of which is attached to this Agreement as Exhibit B are consistent with the provisions of the proposed FIT. The Parties agree that NIPSCO shall continue to submit RPPAs entered into with Customers to the Commission according to the same procedure followed since the approval of the FIT in Cause No. 43922.

6. The Parties agree that the modified Rider 679 – Interconnection Standards tariff, a redline of which is attached to this Agreement as Exhibit C, is reasonable and

¹ The position of CAC and Sierra Club is that the definition of Qualifying Renewable Energy Power Production Facilities for purposes of the FIT should exclude (1) facilities fueled by Organic Waste Biomass derived from Forest thinning (i.e. facilities covered by Ind. Code § 8-1-8.8-10(a)(5)(c)(ii)), and (2) Waste to Energy (including pyrolysis) facilities (i.e., facilities covered by Ind. Code § 8-1-8.8-10(a)(8)), if

(a) the fuel gas produced is contaminated by any substances listed in the toxic chemical list of the Toxic Release Inventory Program established by the Emergency Planning and Community Right to Know Act (EPCRA);

(b) the feedstock employed is supplied by an agricultural or municipal waste source which comes into existence after December 31, 2010; or

(c) any liquid or solid wastes produced as byproducts is not treated in accordance with the applicable state and federal requirements for such wastes under the Clean Water Act (CWA) and the Resource Conservation and Recovery Act (RCRA).

Otherwise, CAC and Sierra Club join in this Stipulation and Settlement Agreement.

consistent with the public interest, and should be approved and implemented in a manner consistent with this Agreement.

7. The Parties agree that the modified Rider 680 – Net Metering tariff, a redline of which is attached to this Agreement as Exhibit D, is reasonable and consistent with the public interest, and should be approved and implemented in a manner consistent with this Agreement.

8. The Parties agree that NIPSCO should be authorized to continue to recover all costs of purchases under the FIT, including purchased energy and purchased capacity, as described in NIPSCO's petition initiating this proceeding. Specifically, NIPSCO should be authorized to recover the cost of purchases of energy from eligible renewable resources through its Section 42(a) tracking mechanism filed together with its quarterly fuel adjustment clause ("FAC") proceedings pursuant to Ind. Code § 8-1-2-42(d) in a manner consistent with NIPSCO's treatment of its wind purchased power agreements purchases approved by the Commission in Cause No. 43393, or through an appropriate mechanism approved in successor tariff volumes². To the extent that the cost of such purchases exceeds the statutory benchmark for recovery through the FAC, the Parties agree that such purchases should also constitute a "financial incentive for projects to develop alternative energy sources, including renewable energy projects" within the meaning of Ind. Code 8-1-8.8-11 and are eligible for timely recovery and not

² This includes the crediting to customers through the FAC of any net proceeds received by NIPSCO through the sale of Renewable Energy Credits ("RECs") earned through this program.

be subject to any benchmarks for recovery for the full term of any such contracts approved by the Commission. The Parties agree that NIPSCO should be authorized to defer the costs of purchases of capacity under the FIT for future and continued recovery through NIPSCO's Resource Adequacy Tracker or such successor mechanism approved by the Commission.

9. NIPSCO agrees that it will submit annual reports to the Commission and the OUCC on the anniversary of the first effective date of the tariff through the life of the program and a final report summarizing the program at the end of the program period (due not later than 90 days after the end date for the program). Such annual reports and the final report shall contain, at a minimum, information concerning participant characteristics, project characteristics, production totals, customer surveys, customer complaints (type and number) directly related to this program, issues/problems pertaining to queues for interconnection, environmental violations (if any are known) on behalf of the participants, and other externalities as well as NIPSCO operational issues related to the programs.

10. The Parties agree that NIPSCO will collect a non-refundable application fee of \$25 plus \$1 for each kilowatt ("kW") of capacity included in the project for any lottery to allocate new capacity as well as for the reverse auction for biomass projects as outlined in the proposed Rate 665 – Renewable Feed-In Tariff. For any fees collected in excess of \$35,000 for a single lottery or reverse auction, NIPSCO agrees to make a donation of the excess amount to a charitable organization not affiliated with any Party

in this proceeding. NIPSCO shall choose the charity with input from the other Parties. Collections and charitable distributions made under this paragraph shall be included in the annual report outlined in Paragraph 9.

C. Procedural Aspects of Settlement and Presentation of this Agreement.

11. The Parties agree to jointly present this Agreement to the Commission for its approval in this proceeding, and agree to present supplemental testimony as necessary to provide an appropriate factual basis for such approval.

12. If this Agreement is not approved by the Commission, the Parties agree that the terms hereof shall be privileged and shall not be admissible in evidence or in any way discussed in any subsequent proceeding. Moreover, the concurrence of the Parties with the terms of this Agreement is expressly predicated upon the Commission's approval of the Agreement in its entirety without any material modification or any material further condition deemed unacceptable by any party. If the Commission does not approve the Agreement in its entirety, the Agreement shall be null and void and deemed withdrawn, unless otherwise agreed in writing by the Parties within fifteen (15) days of issuance of a final Order. In addition, the Parties may agree in writing to changes to the proposed timeline to implement the FIT based on any changes, either material or immaterial, required by the Commission.

13. The terms of this Agreement represent a fair, just and reasonable resolution by negotiation and compromise. As set forth in the Order in *Re Petition of*

Richmond Power & Light, Cause No. 40434 at page 10, as a term of this Agreement, neither this Agreement, nor the Order approving it, to be cited as precedent by any person or deemed an admission by any Party in any other proceeding involving NIPSCO's Renewable Feed-In or Net Metering Tariffs, except as necessary to enforce the terms of this Agreement before the Commission, or any court of competent jurisdiction on these particular issues. This Agreement is solely the result of compromise in the settlement process. Each of the Parties hereto has entered into this Agreement solely to avoid further disputes and litigation with the attendant inconvenience and expenses.

14. The evidence of record presented by the Parties in this Cause in support of this Agreement constitutes substantial evidence sufficient to support this Agreement and provides an adequate evidentiary basis upon which the Commission can make any findings of fact and conclusions of law necessary for the approval of this Agreement, as filed. The Parties agree to the admission into the evidentiary record of this Agreement, along with testimony supporting it, without objection.

15. The issuance of a final Order by the Commission approving this Agreement without any material modification shall terminate all proceedings in regard to this Cause, except as necessary to enforce the terms of this Agreement. Any enforcement proceedings should be filed as sequentially numbered sub-dockets (e.g., 44393-S1, 44393-S2, etc.) or as otherwise ordered or administered by the Commission.

16. The undersigned represent and agree that they are fully authorized to execute this Agreement on behalf of their designated clients who will be bound thereby.

17. The Parties agree that this Agreement may be executed on separate signature pages, and such signature pages shall collectively constitute execution of a single original document.

18. The Parties shall not appeal the final Order or any subsequent Commission order as to any portion of such order that is specifically implementing, without modification, the provisions of this Agreement. In addition, the Parties, except Sierra Club and its Hoosier Chapter, shall not fund, encourage, or assist in any appeal of any portion of such order by a person not a Party to this Agreement. Sierra Club and its Hoosier Chapter shall not fund any appeal of any portion of such order by a person not a Party to this Agreement. The provisions of this Agreement shall be enforceable by any Party at the Commission or in any court of competent jurisdiction, whichever is applicable.

19. The communications and discussions during the negotiations and conferences which produced this Agreement have been conducted on the explicit understanding that they are or relate to offers of settlement and are therefore privileged.

ACCEPTED AND AGREED this 9th day of October, 2014.

Northern Indiana Public Service Company **Indiana Office of Utility Consumer Counselor**



Frank A. Shambo
Vice President

Karol H. Krohn
Deputy Consumer Counselor

Citizens Action Coalition of Indiana, Inc. **Sierra Club**

Jennifer A. Washburn
Counsel to CAC

Jennifer A. Washburn
Counsel to Sierra Club

Indiana Distributed Energy Alliance, Inc. **Bio Town Ag, Inc.**

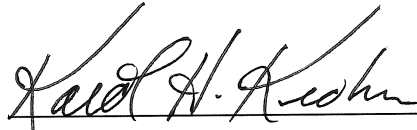
Laura A. Arnold
President

Brian S. Furrer
President

ACCEPTED AND AGREED this 9th day of October, 2014.

Northern Indiana Public Service Company **Indiana Office of Utility Consumer Counselor**

Frank A. Shambo
Vice President



Karol H. Krohn
Deputy Consumer Counselor

Citizens Action Coalition of Indiana, Inc. **Sierra Club**

Jennifer A. Washburn
Counsel to CAC

Jennifer A. Washburn
Counsel to Sierra Club

Indiana Distributed Energy Alliance, Inc. **Bio Town Ag, Inc.**

Laura A. Arnold
President

Brian S. Furrer
President

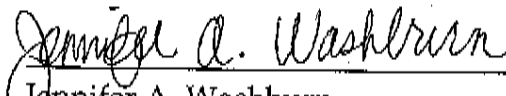
ACCEPTED AND AGREED this 9th day of October, 2014.

Northern Indiana Public Service Company	Indiana Office of Utility Consumer Counselor
--	---

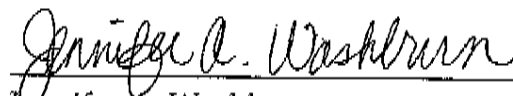
Frank A. Shambo
Vice President

Karol H. Krohn
Deputy Consumer Counselor

Citizens Action Coalition of Indiana, Inc.	Sierra Club
---	--------------------



Jennifer A. Washburn
Counsel to CAC



Jennifer A. Washburn
Counsel to Sierra Club

Indiana Distributed Energy Alliance, Inc.	Bio Town Ag, Inc.
--	--------------------------

Laura A. Arnold
President

Brian S. Furrer
President

ACCEPTED AND AGREED this 9th day of October, 2014.

Northern Indiana Public Service Company	Indiana Office of Utility Consumer Counselor
--	---

Frank A. Shambo
Vice President

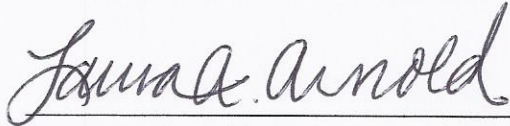
Karol H. Krohn
Deputy Consumer Counselor

Citizens Action Coalition of Indiana, Inc.	Sierra Club
---	--------------------

Jennifer A. Washburn
Counsel to CAC

Jennifer A. Washburn
Counsel to Sierra Club

Indiana Distributed Energy Alliance, Inc.	Bio Town Ag, Inc.
--	--------------------------



Laura A. Arnold
President

Brian S. Furrer
President

ACCEPTED AND AGREED this 9th day of October, 2014.

Northern Indiana Public Service Company **Indiana Office of Utility Consumer Counselor**

Frank A. Shambo
Vice President

Karol H. Krohn
Deputy Consumer Counselor

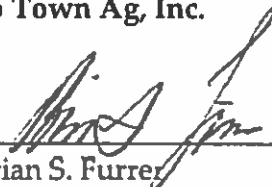
Citizens Action Coalition of Indiana, Inc. **Sierra Club**

Jennifer A. Washburn
Counsel to CAC

Jennifer A. Washburn
Counsel to Sierra Club

Indiana Distributed Energy Alliance, Inc. **Bio Town Ag, Inc.**

Laura A. Arnold
President


Brian S. Furrer
President

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was served by email transmission upon the following:

Karol H. Krohn
Office of Utility Consumer Counselor
115 W. Washington Street,
Suite 1500 South
Indianapolis, Indiana 46204
kkrohn@oucc.in.gov
infomgt@oucc.in.gov


J. David Agnew
Christopher L. King
LORCH NAVILLE WARD LLC
506 State Street
P.O. Box 1343
New Albany, Indiana 47151-1343
dagnew@lnwlegal.com
cking@lnwlegal.com

Laura Ann Arnold
Indiana Distributed Energy Alliance,
Inc.
545 E. Eleventh Street
Indianapolis, Indiana 46202
laura.arnold@thearnoldgroup.biz

Jennifer A. Washburn
Citizens Action Coalition
603 East Washington Street, Suite 502
Indianapolis, Indiana 46204
jwashburn@citact.org

Stuart R. Gutwein
Gutwein Law
250 Main Street, Suite 590
Lafayette, IN 47901
stuart.gutwein@gutweinlaw.com

Dated this 9th day of October, 2014.



Christopher C. Earle

Exhibit A

(Proposed Feed-In Tariff)

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Third Revised Sheet No. 104
Superseding
Second Revised Sheet No. 104

RATE 665
RENEWABLE FEED-IN TARIFF

No. 1 of 11 Sheets

TO WHOM AVAILABLE

This is a rate that is a voluntary offer available to any Customer that operates within the Company's service territory a Qualifying Renewable Energy Power Production Facility ("Facility") subject to the Company's Rules and Regulations and, any terms, conditions and restrictions imposed by any valid and applicable law or regulation. Unless otherwise indicated, the provisions below apply to both Phase I and Phase II of this rate.

1. Definitions

<u>Phase I</u>	<u>All projects awarded capacity up prior to [INSERT DATE TARIFF IS APPROVED]</u>
<u>Phase II</u>	<u>All projects awarded capacity on or after [INSERT DATE TARIFF IS APPROVED]</u>
<u>Allocation I</u>	<u>For Intermediate Solar and Phase II Biomass, the period of the commencement of Phase II plus twenty-four months. Allocation I shall commence [INSERT DATE TARIFF IS APPROVED] and end [INSERT DATE TARIFF IS APPROVED PLUS 24 MONTHS]</u>
<u>Allocation II</u>	<u>For Intermediate Solar and Phase II Biomass, the period beginning twenty-four months after the commencement of Phase II. Allocation II shall commence [INSERT DATE TARIFF IS APPROVED PLUS TWO YEARS].</u>
<u>Biomass Allocation</u>	<u>For Phase II Biomass, 1 MW of capacity.</u>
<u>Commencement Date</u>	<u>The date the project begins providing energy to Company</u>
<u>Micro Solar</u>	<u>Solar projects of at least 5 kW and equal to or less than 10 kW</u>
<u>Intermediate Solar</u>	<u>Solar projects greater than 10 kW and equal to or less than 200 kW</u>

Style Definition: Heading 4: Tab stops: 1.75", Left

Style Definition: Heading 6: Tab stops: 1.75", Left

Style Definition: Default Paragraph Font

Deleted: EXPERIMENTAL

Deleted: 5

Deleted: an experimental

Deleted: (

Deleted:)

Deleted: This experimental tariff shall be in effect on an interim basis after December 31, 2013, pending a final order in Cause

Moved down [1]: No.

Deleted: 44393.

Issued Date
10/23/2013

Effective Date
1/1/2014

NIPSCO

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

First Revised Sheet No. 105
Superseding
Original Sheet No. 105

RATE 665
RENEWABLE FEED-IN TARIFF

No. 2 of 11 Sheets

TO WHOM AVAILABLE (Cont'd)

<u>Micro Wind</u>	<u>Wind projects of at least 3 kW and equal to or less than 10 kW</u>
<u>Intermediate Wind</u>	<u>Wind projects of greater than 10 kW and equal to or less than 200 kW</u>
<u>Phase II Biomass</u>	<u>Biomass projects of at least 100 kW and equal to or less than 1 MW</u>

2. Available Capacity

A. Phase I:

The total capacity available under this Rate is limited to 30 MW with no single technology exceeding 50% of the 30 MW cap; provided, however, 700 kW of the 30 MW cap is specifically allocated and reserved for solar projects of less than 10 kW capacity and 300 kW of the 30 MW cap is specifically allocated and reserved for wind projects of less than 10 kW capacity. Projects that were in the project queue for Phase I, but are approved after the commencement of Phase II shall be treated as Phase I projects. However, the Customer will be bound by the interconnection agreement and renewable power purchase agreement ("RPPA") currently in effect at the time both are executed.

B. Phase II:

The total capacity available under this Rate is limited to 16 MW as follows:

<u>Technology</u>	<u>Phase II MW Available</u>
<u>Micro Solar</u>	<u>2</u>
<u>Intermediate Solar</u>	<u>8</u>
<u>Micro Wind</u>	<u>1</u>
<u>Intermediate Wind</u>	<u>1</u>
<u>Phase II Biomass</u>	<u>4</u>
<u>Total</u>	<u>16</u>

Moved (insertion) [2]

Formatted: Tab stops: Not at 5.25"

Moved (insertion) [1]

Formatted: Body Text, Left, Indent: Left: 1", Right: 0", Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Indent: Left: 1"

Issued Date
12/21/2011

Effective Date
12/27/2011

NIPSCO

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

First Revised Sheet No. 106
Superseding
Original Sheet No. 106

RATE 665
RENEWABLE FEED-IN TARIFF

No. 3 of 11 Sheets

TO WHOM AVAILABLE (Cont'd)

3. Qualifying Facilities

A. Phase I:

The Facility shall be a single arrangement of equipment located on a single site of Customer no less than 5 kW and no greater than 5 MW, for the production of electricity through the use of 100% renewable resources or fuels, which shall include the following Renewable Energy Resources:

1. energy from wind; solar energy;
2. photovoltaic cells and panels;
3. dedicated crops grown for energy production;
4. organic waste biomass, including any of the following organic matter that is available on a renewable basis:
 - a. agricultural crops;
 - b. agricultural wastes and residues;
 - c. wood and wood wastes, including wood residues, forest thinnings, and mill; residue wood;
5. animal wastes;
6. animal byproducts;
7. aquatic plants; algae;
8. energy from waste to energy facilities; and
9. new hydropower facilities with capacities up to 1 MW.

The Company may make available this Rate to Customers with a Facility less than 5 kW at the Company's discretion.

In no event shall any one Customer's, including Customer's affiliates and the combination of Customer's total premises, total capacity subscribed under this Rate exceed 5 MW.

B. Phase II:

The Facility shall be a single arrangement of equipment located on a single site of Customer no less than 5 kW (or 3 kW for Micro Wind) and no greater than 1 MW (or 200 kW for Intermediate Wind or Intermediate Solar), for the production of electricity through the use of 100% renewable resources or fuels, which shall include the following Renewable Energy Resources:

1. energy from wind; solar energy;
2. photovoltaic cells and panels;
3. dedicated crops grown for energy production;
4. organic waste biomass, including any of the following organic matter that is available on a renewable basis:

Issued Date
12/21/2011

Effective Date
12/27/2011

NIPSCO

Moved (insertion) [3]

Moved (insertion) [4]

Moved (insertion) [5]

Deleted: Renewable Energy Power Production

Formatted: Indent: Left: 1"

Deleted: "Renewable energy resources" as that term is defined in Ind. Code § 8-1-8.8-10(a)(1) through (a)(5) and Ind. Code § 8-1-8.8-10(a)(8) as of January 1, 2011, and new hydropower facilities with capacities up to 1 MW.

Formatted: Body Text, Left, Indent: Left: 0.5", First line: 0", Right: 0", Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Indent: Left: 1"

Deleted: rate

Formatted: Indent: Left: 1"

Deleted: rate

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

First Revised Sheet No. 106
Superseding
Original Sheet No. 106

- a. agricultural crops;
- b. agricultural wastes and residues;
- c. wood and wood wastes, including wood residues, forest thinnings, and mill; residue wood;
- 5. animal wastes;
- 6. animal byproducts;
- 7. aquatic plants; algae; and
- 8. energy from waste to energy facilities.

The Company may make available this Rate to Customers with a Facility less than 5 kW (or 3 kW for Micro Wind) at the Company's discretion.

In no event shall any one Customer's, including Customer's affiliates and the combination of Customer's total premises, total capacity subscribed under this Rate exceed 1 MW.

C. Applicable to both Phase I and Phase II:

The Customer shall be solely responsible for compliance with applicable federal laws and regulations.

Formatted: Body Text, Left, Right: 0", Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Formatted: Indent: Left: 1"

Deleted: ¶

Issued Date
12/21/2011

Effective Date
12/27/2011



NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

First Revised Sheet No. 107
Superseding
Original Sheet No. 107

RATE 665
RENEWABLE FEED-IN TARIFF

No. 4 of 11 Sheets

CHARACTER OF SERVICE

An eligible Customer with a Facility whose account is not more than thirty (30) days in the arrears and who does not have any legal orders outstanding pertaining to any account with the Company is qualified as an eligible Facility in good standing.

For Phase II projects each individual project shall require a distinct service address. The project may not have the same address as or add to a project participating in Phase I.

The Customer shall sell the total production of the Facility to the Company and shall receive service for their load separately at the appropriate retail rate; provided, however, a Customer may elect to utilize up to 1 MW of its production for its own load at the same site or Premise as defined in the Company's General Rules and Regulations, subject to the terms and conditions of Rider 680 – Net Metering, and the portion of such capacity sold to the Company under this Rate shall only be counted against the appropriate system-wide and technology specific caps under this Rate.

A Customer may not simultaneously qualify any one unit of capacity for this Renewable Feed-In Tariff and Rider 678 – Purchases from Cogeneration and Small Power Production Facilities either in combination with or apart from the provisions of Rider 680 – Net Metering.

Before the Company will allow interconnection with the Facility, and before production may begin, the Customer shall be required to enter into an interconnection agreement applicable to the Facility as set forth in Rider 679 – Interconnection Standards, the applicable requirements of 170 IAC 4-4-3, and the National Electric Safety Code.

Interconnection costs from the Facility to the Company's distribution or transmission system, along with required system upgrades in order to provide this service shall be borne by the Facility.

The Facility shall install, operate, and maintain in good order such relays, locks and seals, breakers, automatic synchronizer, and other control and protective apparatus as shall be designated by the Company for operation parallel to its system. The Facility shall bear full responsibility for the installation and safe operation of this equipment.

Breakers capable of isolating the Facility from the Company shall at all times be immediately accessible to the Company. The Company may isolate the Facility at its own discretion if the Company believes continued parallel operation with the Facility creates or contributes to a system emergency. System emergencies causing discontinuance of parallel operation are subject to verification by the Commission.

Moved (insertion) [6]

Moved (insertion) [7]

Deleted: Rule 50 of the Company's General Rules and Regulations for Electric Service governing

Deleted: rate

Deleted: rate

Moved up [2]: RATE 665¶

Moved up [4]: RENEWABLE FEED-IN TARIFF¶

Moved up [5]: No.

Deleted: =====Section Break (Next Page)===== EXPERIMENTAL

Deleted: 2 of 5 Sheets¶

Formatted: Body Text, Left, Indent: Left: 0.5"

Deleted: Rate

Deleted: the

Deleted: Rate

Deleted: Net Metering

Deleted: the Company's Rules and Regulations

Deleted: the Company's Rule 51, "

Deleted: " of the General Rules and Regulations Applicable to Electric Service

Formatted: Font: 11 pt

Formatted: Indent: Left: 0.5", Right: 0", Tab stops: 0", Left + 0.33", Left + 1", Left + 1.33", Left + 2", Left

Formatted: Body Text, Left, Right: 0", Adjust space between Latin and Asian text, Adjust space between Asian text and numbers

Issued Date
12/21/2011

Effective Date
12/27/2011

NIPSCO

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

First Revised Sheet No. 108
Superseding
Original Sheet No. 108

RATE 665
RENEWABLE FEED-IN TARIFF

No. 5 of 11 Sheets

AVAILABILITY

1. Phase II Capacity Allocation

- a. All Phase II capacity for Micro Solar, Micro Wind and Intermediate Wind shall be available at the beginning of Phase II.
- b. For Intermediate Solar, one-half (1/2) of the available capacity (4 MW) in Phase II shall be available during Allocation I, with the remaining one-half (1/2) of the capacity (4 MW) being available during Allocation II.
- c. For Phase II Biomass, one-half (1/2) of the available capacity (2 MW) in Phase II will be offered in Allocation I at a fixed rate as outlined in the Purchase Rate section below. The remaining one-half (1/2) of the Phase II Biomass capacity (2 MW) plus any capacity remaining after Allocation I shall be made available during Allocation II through allocations of 1 MW, with the first Phase II Biomass Allocation consisting of 1 MW plus any capacity from Allocation I.

2. Allocation II Phase II Biomass capacity shall be subject to a reverse auction whereby:

- a. Each reverse auction shall consist of one Phase II Biomass Allocation.
- b. A "bid" equals the rate plus the applicable escalation rate (1.0% per year for contracts executed during Allocation II).
- c. Each project requires a separate request.
- d. Each project must include a non-refundable application fee of \$25 plus \$1 for each kW of capacity included in the project.
- e. Each bid must be accompanied by a refundable surety performance fee of \$300 per kW, which will be returned to the bidder after (i) the Commencement Date; or (ii) failure of the bidder to secure capacity. A bidder who is successful in the reverse auction and cancels the project before the Commencement Date shall forfeit the surety performance fee.
- f. The lowest bid wins the contracted capacity. If the winning bid is for less than the Phase II Biomass Allocation, the unallocated capacity rolls forward to the next Phase II Biomass Allocation. If a project is subsequently canceled, the capacity will be offered in the next Phase II Biomass Allocation. However, if there is excess capacity after the second Phase II Biomass Allocation is complete, no additional Phase II Biomass Allocation will be offered.
- g. Each bid shall consist of two public bids
 - i. First Bidding Period: an opening bid that must be submitted within 30 days of opening the Phase II Biomass Allocation
 - ii. Second Bidding Period: a second bid due within five days of the end of the First Bidding Period
- h. An unsuccessful bid during one Phase II Biomass Allocation may be preserved for the next Phase II Biomass Allocation (if available).
- i. The winning bidder will follow the remainder of the interconnection process.

Issued Date
12/21/2011

Effective Date
12/27/2011

NIPSCO

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Original Sheet No. 108.1

RATE 665
RENEWABLE FEED-IN TARIFF

No. 6 of 11 Sheets

AVAILABILITY (Cont'd)

- j. A bidder may split capacity between Allocation I (fixed rate, 1.5% per year escalation) and Allocation II (reverse auction, 1.0% per year escalation). However, the rate and capacity determined by the reverse auction shall be the rate paid for that amount of capacity first before paying the higher rate (i.e., if 400 kW is contracted under Allocation I at \$0.0918/kWh and 600 kW is contracted under Allocation II at \$0.0800/kWh, the first 600 kW will be paid at \$0.0800). In addition, all capacity shall be subject to the lower escalation rate (1.0% per year).
3. Micro Wind, Micro Solar, Intermediate Wind, Intermediate Solar and Allocation I of Phase II Biomass shall be subject to a lottery process as follows:
- a. Request forms shall begin being accepted by Company no later than 30 days after the commencement of Phase II.
 - b. Request forms shall be accepted for a period of 60 days from the date applications begin to be accepted.
 - c. Each request must include a non-refundable application fee of \$25 plus \$1 for each kW of capacity included in the project.
 - d. Each project must have its own request form.
 - e. Company shall review forms within seven calendar days of receipt and return the form to the requestor if information is incomplete or the request does not meet the requirements set forth in this Renewable Feed-In Tariff. Once a form is accepted by Company, a number will be assigned to that request.
 - f. Requestors shall have up to 90 days from the date applications begin to be accepted to resubmit any returned forms.
 - g. For technologies where there are more requests than there is available capacity, no later than 14 days from the 90th day described in Section 3(d) above, a drawing will be held and each request will be ranked according to the drawing. Each request will be notified of its place in the queue and whether or not there is currently capacity available to meet the request.
 - h. If the lottery results mean only a portion of a request can be fulfilled, that Customer shall be provided the opportunity to determine whether to accept the available capacity.
 - i. For technologies where there are fewer requests than there is available capacity, all requests that meet the requirements set forth in this Renewable Feed-In Tariff will be notified of the acceptance of the request and the next steps in the process.
 - j. Approved Customers shall follow the remainder of the interconnection process.

Issued Date
__/__/__

Effective Date
__/__/__



NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Original Sheet No. 108.2

RATE 665
RENEWABLE FEED-IN TARIFF

No. 7 of 11 Sheets

AVAILABILITY (Cont'd)

- k. If there is unsubscribed capacity:
- i. For Micro Wind, Micro Solar, and Intermediate Wind, capacity shall be available on a first come, first serve basis until capacity is fully subscribed.
 - ii. For Intermediate Solar, any unsubscribed capacity from Allocation I shall be made available under Allocation II.
 - iii. That becomes available after the conclusion of the Allocation II lottery, such capacity shall be available on a first come, first serve basis until capacity is fully subscribed.
- l. For Intermediate Solar, a second lottery will be held with Company beginning to accept forms at a date posted on its Website and no later than two years following the commencement of Phase II. The remainder of the process outlined in Section 3 b. through 3 j. shall be followed.

PURCHASE RATE - ENERGY

The Rate the Company will pay for energy purchased from the Facility inclusive of all environmental attributes, including Renewable Energy Credits ("RECs"), carbon credits, greenhouse gas offsets, or any other environmental credit that may be associated with the production of renewable energy from the Facility shall be as follows:

For Phase I Projects:

Wind

For Facility Capacities less than or equal to 100 kW
For Facility Capacities greater than 100 kW and less than or equal to 2 MW

\$0, 1700 per kWh

\$0, 1000 per kWh

Solar

For Facility Capacities less than or equal to 10 kW
For Facility Capacities greater than 10 kW and less than or equal to 2 MW

\$0, 3000 per kWh

\$0, 2600 per kWh

Biomass

For Facilities of all Capacities up to and including 5 MW

\$0, 1060 per kWh

New Hydro

For New Facility Capacities less than or equal to 1 MW

\$0, 1200 per kWh

Deleted: Energy

Deleted: (REC),

Deleted: 17

Deleted: 10

Deleted: 30

Deleted: 26

Moved up [3]: RATE 665¶

Moved up [6]: RENEWABLE FEED-IN TARIFF¶

Moved up [7]: No.

Deleted: ¶

Section Break (Next Page)

EXPERIMENTAL

Deleted: 3 of 5 Sheets¶

PURCHASE RATE - Energy (Cont.)¶

Deleted: 106

Deleted: 12

Issued Date

__/__/__

Effective Date

__/__/__

NIPSCO

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Original Sheet No. 108.3

RATE 665
RENEWABLE FEED-IN TARIFF

No. 8 of 11 Sheets

PURCHASE RATE - ENERGY (Cont'd)

With the exception of Biomass, for a Facility with a capacity greater than 2 MW and less than or equal to 5 MW or an energy from waste or dedicated crop facility, a formula rate shall apply based upon Appendix A to this Renewable Feed-In Tariff and subject to the Company's reasonable discretion in review of the Customer's information necessary to calculate the applicable purchase rate. In no event shall the purchase rate calculated under Appendix A be in excess of those stated above by technology; in addition, the purchase rate for an energy from waste or dedicated crop facility shall in no event be in excess of the stated rate for Biomass. Customer shall provide information to Company to calculate the applicable purchase rate based upon such formula application. The purchase rate shall be in per kWh units.

For all Facility RPPAs the purchase rate for energy shall also be subject to a 2% per year escalator.

For Phase II Projects (for contracts executed during Allocation I):

Wind:

For Micro Wind Facility Capacities	\$0.2500 per kWh
For Intermediate Wind Facility Capacities	\$0.1500 per kWh

Solar:

For Micro Solar Facility Capacities	\$0.1700 per kWh
For Intermediate Solar Facility Capacities	\$0.1500 per kWh

Biomass:

For Phase II Biomass Capacities up to and including 4 MW	\$0.0918 per kWh
--	------------------

For Biomass Facility RPPAs, the purchase rate for energy shall also be subject to a 1.5% per year escalator. There shall be no escalator for other technologies.

For Phase II Projects (if capacity remains after Allocation I, for contracts executed during Allocation II):

Wind:

For Micro Wind Facility Capacities	\$0.2300 per kWh
For Intermediate Wind Facility Capacities	\$0.1380 per kWh

Formatted: Body Text, Left, Indent: Left: 0",
Tab stops: Not at -0.5"

Deleted: Energy

Deleted: Waste

Deleted: Dedicated Crop Facility

Deleted: rate

Deleted: company's

Deleted: customer's

Deleted: Energy

Deleted: Waste

Deleted: Dedicated Crop Facility

Deleted: agreements,

Issued Date

__/__/__

Effective Date

__/__/__

NIPSCO

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Original Sheet No. 108.4

Deleted: 106

RATE 665
RENEWABLE FEED-IN TARIFF

No. 9 of 11 Sheets

PURCHASE RATE - ENERGY (Cont.)

Solar:

For Micro Solar Facility Capacities	\$0.1564 per kWh
For Intermediate Solar Facility Capacities	\$0.1380 per kWh

Biomass (subject to a reverse auction, with a rate not to exceed):

For Phase II Biomass Capacities up to and including 4 MW	\$0.0918 per kWh
--	------------------

For Biomass Facility agreements, the purchase rate for energy shall also be subject to a 1.0% per year escalator. There shall be no escalator for other technologies.

For Phase I and Phase II Projects:

At Company's discretion, the Company and the Customer may negotiate terms and a rate for energy or capacity which differs from the tariff purchase rates set out above. The Company and the Customer may agree to increase or decrease the purchase rate in recognition of the following factors:

Formatted: Body Text, Left, Right: 0", Tab stops: Not at -0.5"

Deleted: filed

- (1) The extent to which scheduled outages of the Facility can be usefully coordinated with scheduled outages of the Company's generation facilities;
- (2) The relationship of the availability of energy from the Facility to the ability of the Company to avoid costs, particularly as is evidenced by the Company's ability to dispatch the Facility;
- (3) The usefulness of the Facility during system emergencies;
- (4) The impact of tax credits, grants and other financial incentives that when combined with the purchase rate would produce excessive profits for the Facility; and
- (5) Customer desire to retain any environmental attributes.

PURCHASE RATE - ~~CAPACITY~~ (Biomass)

Deleted: Capacity

In addition to the Purchase Rate - Energy payments set out above, the Company will pay Customer for demonstrated generating capacity for Biomass according to capacity component terms and conditions of the Company's Rider 678 - Purchases from Cogeneration and Small Power Production Facilities as may be in effect from time-to-time.

Deleted: kWh

Deleted: discussed

Deleted: Company's

Formatted: Font: Not Bold

Deleted: Rate

Formatted: Font: 11 pt

Deleted: 12/21/2011 12/27/2011¶

NIPSCO

Issued Date

Effective Date

NIPSCO

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Original Sheet No. 108.5

Deleted: 107

RATE 665
RENEWABLE FEED-IN TARIFF

Formatted: Font: 12 pt, Not Bold

Deleted: EXPERIMENTAL

CONTRACT

No. 10 of 11 Sheets

Deleted: 4

Deleted: 5

Deleted: of

The Company and the Customer shall enter into a contract for a term not to exceed fifteen (15) years for purchases, and such contract shall be subject to approval of the Commission and the Commission's and Company's rules and regulations. Purchase rates and adjustments, if any, prescribed in the contract shall remain in effect notwithstanding changes made to the applicable Purchase Rate from time to time.

A Customer may elect to not enter into a contract for a term not to exceed fifteen (15) years, and in such instance, purchases from Customer's Facility are subject to the applicable and effective Purchase Rate provided in this Renewable Feed-In Tariff as it may be from time to time.

Deleted: tariff

INTERCONNECTION PRIORITY

The Company shall maintain an interconnection queue for the purpose of prioritizing interconnections to its distribution system in accordance with Rider 679 – Interconnection Standards, and this queue shall determine eligibility for purposes of administering the total capacity available under this Renewable Feed-In Tariff.

Deleted: Rule 51

Deleted: tariff

A Customer shall place Facility into service no later than one year from the execution date of the contract or approval of the contract by the Commission, if required. Facilities not placed into service within one year shall forfeit their position in the interconnection queue unless otherwise agreed by the Company in its sole reasonable discretion based upon consideration of Customer's completion of project milestones and/or construction activity to place the Facility into service. Such a waiver by the Company shall not exceed 90 days in length, although the Customer may request additional extension(s) so long as each request does not exceed 90 days.

RULES AND REGULATIONS

Deleted: ¶
.....Section Break (Next Page).....
EXPERIMENTAL

Service hereunder shall be subject to the Company Rules and IURC Rules.

Formatted: Font: 11 pt

Deleted: 12/21/2011 12/27/2011¶

NIPSCO

Issued Date

Effective Date

NIPSCO

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Original Sheet No. 108.6

RATE 665
RENEWABLE FEED-IN TARIFF

No. 11 of 11 Sheets

APPENDIX A
(APPLICABLE TO PHASE I ONLY)

The purchase rate for energy for Phase I Projects subject to this Appendix A shall be derived from a twenty (20) year discounted cash flow analysis with a payback period of no more than ten (10) years, but in no case will the rate exceed the tariff purchase rate by technology, as applicable, stated in this Renewable Feed-In Tariff.

Unless specifically indicated, the following Customer Supplied data will be utilized in the analysis:

Inflation Rate (%)	<u>2%</u>
Effective Tax Rate (%)	<u> </u>
Tax Depreciation Rate (%)	<u> </u>
Investment Tax Credit Rate (%)	<u> </u>
Discount Rate (%)	<u>7%</u>
Technology Type	<u> </u>
Capacity (kW)	<u> </u>
Capital Cost of the Project (\$)	<u> </u>
Investment Tax Credit (%)	<u> </u>
Fixed Annual O&M Cost (\$)	<u> </u>
In Service Date	<u> </u>
Annual Capacity Factor (%)	<u> </u>
Annual Energy Production (kWh)	<u> </u>
REC Rate (\$/kWh)	<u> </u>

Formatted: Tab stops: 3", Centered + 6", Right + Not at 6.44"

Deleted:

Deleted:

Formatted: Font: 12 pt, Not Bold

Deleted:

Deleted:

Formatted: Centered, Tab stops: 5.25", Left + Not at 3.25" + 4.88"

Moved down [8]: APPENDIX A

Formatted: Header, Left, Right: 0", Tab stops: Not at -0.5"

Deleted: ¶

Formatted: Font: 12 pt, Not Bold

Deleted: 5

Deleted: 5

Moved (insertion) [8]

Formatted: Font: Bold

Formatted: Centered, Tab stops: -0.5", Left

Formatted: Font: 11 pt

Formatted: Normal, Tab stops: -0.5", Left

Deleted: projects

Formatted: Font: 11 pt

Deleted: Rate 665

Formatted: Font: 11 pt

Formatted: Left, Indent: Left: 0", Right: 0"

Formatted: Normal, Tab stops: -0.5", Left

Formatted: Left, Indent: Left: 0", Right: 0"

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Left

Formatted: Font: 11 pt

Deleted: 12/21/2011 12/27/2011¶

NIPSCO

Issued Date

Effective Date

NIPSCO

Exhibit B

(Proposed Feed-In Tariff Standard Power Purchase Agreement)

RENEWABLE POWER PURCHASE AGREEMENT

This Power Purchase Agreement (this “**Agreement**”), dated as of _____, 201____, (“Date of Execution”) is between _____, a/an _____ (“**Seller**”), and NORTHERN INDIANA PUBLIC SERVICE COMPANY, an Indiana corporation (“**Company**”).

Deleted:

Deleted: (“

Deleted: ”).

WHEREAS, Company is a corporation organized and existing under the laws of the State of Indiana with its principal place of business at Merrillville, Indiana, and Company owns and operates facilities for the generation, transmission and distribution of electric power and energy in the State of Indiana; and

WHEREAS, Seller owns a renewable power production facility currently consisting of _____ () _____ powered generating units with a total nameplate capacity of _____ (kW) located at _____, Indiana (“**Seller’s Facility**”); and

WHEREAS, the character of the energy to be sold by Seller shall satisfy the requirements set forth in Section 4.1 of this Agreement; and

WHEREAS, Seller desires to operate Seller’s Facility in parallel with Company’s electric system, and to engage in electric energy transactions with Company; and

Deleted: Company’s

WHEREAS, Seller desires to sell electricity generated by Seller’s Facility to Company and Company desires to purchase electricity generated by the Seller’s Facility; and

WHEREAS, Company’s purchase of electricity from Seller shall be in accordance with Company’s Rate 665 – Renewable Feed-In Tariff approved in Cause No. 44393 (the “Renewable Tariff”) by the Indiana Utility Regulatory Commission (the “Commission”), as set forth in Section 2 of this Agreement.

Deleted: Electric

Deleted:

Deleted: Rate

Deleted: 43922

NOW THEREFORE, in consideration of the mutual covenants of the Parties and subject to the terms and conditions in this Agreement, the Parties hereby agree as follows:

1. SALE OF ELECTRICITY

1.1. Sale of Electricity, Capacity and Environmental Attributes to Company

Subject to the terms and conditions contained in this Agreement, Seller agrees to sell and deliver and Company agrees to purchase and accept delivery, at the Delivery Point, Qualifying Electricity (as defined in Section 4.1) and associated Environmental Attributes from the Seller’s Facility.

1.1.1. Energy

Formatted: Indent: Left: 1", Hanging: 0.5"

During the term of this Agreement, Seller agrees to sell, and Company agrees to purchase those amounts of Qualifying Electricity associated with the generator size set forth in the Interconnection Agreement executed by the Parties dated _____ (“Interconnection Agreement”) that are delivered by Seller to the Delivery Point as measured by Company’s Meter in accordance with Section 4.3.1 of this Agreement according to the terms and conditions set forth in the Renewable Tariff.

Seller's Facility shall only include the current generators or any replacements thereof, and will exclude any additional generating units that Seller adds to Seller's Facility after the commencement of the term of this Agreement. In the event that the Seller increases the Qualifying Electricity output of the Seller's Facility by adding additional generating units to Seller's Facility during the term of this Agreement and Seller desires to sell to Company such additional Qualifying Electricity output, an amendment to the Interconnection Agreement will be required prior to the purchase of any additional quantities of Qualifying Electricity.

1.1.2. Capacity

During the term of this Agreement, Company agrees to purchase and Seller agrees to sell Qualifying Capacity (as defined in Section 4.2).

1.1.3. Environmental Attributes

During the term of this Agreement, Seller shall transfer and convey to Company, and Company shall acquire from Seller, all right, title and interest in and to all Environmental Attributes (as defined below), if any, attributable to Qualifying Electricity. Consideration for the Environmental Attributes is included in the purchase price set forth in Section 2 of this Agreement. The Parties shall cooperate to ensure that all Renewable Energy Certificate Reporting Rights (as defined below) are available to Company, and shall assist in such filings, execute such periodic documentation and take such actions as are reasonably required to deliver documentation of Company's Renewable Energy Certificate Reporting Rights associated with its purchase of Qualifying Electricity from Seller's Facility. Seller further covenants that it shall promptly and timely undertake all actions necessary to transfer and convey to the Company title and ownership of the Environmental Attributes acquired by Company under this Agreement.

As used in this Agreement, the term "Environmental Attributes" means (1) any and all current or future credits, benefits, emissions reductions, environmental air quality credits, emissions reduction credits, offsets and allowances attributable to Seller's production of Qualifying Electricity at Seller's Facility during the term of this Agreement, or otherwise attributable to the generation, purchase, sale or use of electricity from or by Seller's Facility during the term of this Agreement, howsoever entitled or named, resulting from the avoidance, reduction, displacement or offset of the emission of any gas, chemical or other substance, including, without limitation, any of the same arising out of legislation or regulation concerned with oxides of nitrogen, sulfur or carbon, with particulate matter, soot or mercury, or implementing the United Nations Framework Convention on Climate Change (the "UNFCCC") or the Kyoto Protocol to the UNFCCC or any successor treaty, or crediting "early action" emissions reduction, or laws or regulations involving or administered by the Clean Air Markets Division of the U.S. Environmental Protection Agency, or any successor or other agency having jurisdiction over a program involving transferability of Environmental Attributes, and (2) any Renewable Energy Certificate Reporting Rights (as defined below) attributable to such Environmental Attributes. For purposes of this Agreement, one (1) kWh of electrical energy from Seller's Facility corresponds to one (1) kWh of Environmental Attributes.

Formatted: Indent: Left: 1", Hanging: 0.5"

Deleted: that term is

Deleted: of this Agreement.

Formatted: Indent: Left: 1", Hanging: 0.5"

Deleted: ,

Deleted: (as defined below)

Environmental Attributes shall not include any other benefits resulting from: (a) any investment tax credits and any other income tax credits associated with Seller's Facility, (b) any state, federal or private cash payments or grants relating in any way to Seller's Facility or the the output thereof; (c) other power attributes from the Seller's Facility; (d) Production Tax Credits (as defined below) associated with the construction or operation of the Seller's Facility and other financial incentives in the form of credits, reductions or allowances associated with the Seller's Facility that are applicable to a state, provincial or federal income taxation obligation; or (e) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits (the "Excluded Attributes").

As used in this Agreement, the term "Renewable Energy Certificate Reporting Rights" means the right of the purchaser of Environmental Attributes to report the exclusive ownership of the accumulated Renewable Energy Certificate ("REC") to any agency, authority, or other party in compliance with applicable law, including rights under Section 1605(b) of the Energy Policy Act of 1992, and any present or future federal, state or local certification program, renewable portfolio standard, or emissions trading program (including, if applicable, pursuant to the Midwest Renewable Energy Tracking System).

Deleted: herein

As used in this Agreement, the term "Production Tax Credits" means production tax credits under Section 45 of the Internal Revenue Code or any successor or other provision providing for a federal tax credit determined by reference to renewable electric energy produced from wind resources and any correlative state tax credit determined by reference to renewable electric energy produced from wind resources for which the Seller's Facility is eligible.

Deleted: herein

1.1.4. Electric Utility Service to Seller's Facility.

Formatted: Indent: Left: 1", Hanging: 0.5"

Electric service to Seller's Facility shall be separately metered and shall be provided by the Company pursuant to the appropriate tariff rate(s), and shall not be netted against any purchases made by Company pursuant to this Agreement except as provided for in the Renewable Tariff. Seller shall not be obligated to sell any Qualifying Electricity to Company that Seller uses to power the Seller's Facility or any other facilities operated by Seller consistent with the provisions of the Renewable tariff.

1.1.5. Cooperation for Reporting Purposes.

Deleted: 1.1.5. .

Seller shall cooperate with Company to provide information to Company for purposes of reporting to all applicable government agencies, including, but not limited to, information concerning Seller's Facility characteristics, production totals, matters pertaining to interconnection, environmental violations (if any are known), and other issues related to the purchases under this Agreement. Unless otherwise agreed to by Seller or as otherwise required by order of any body with jurisdiction over this Agreement, Company agrees to treat Seller-specific information as confidential; provided, however, that Company shall be permitted

Formatted: Indent: Left: 1", Hanging: 0.5", Outline numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.81"

Formatted: Underline

Deleted:

to combine Seller's information with other customers' information as publicly-available information submitted to applicable government agencies.

2. PRICING

2.1. Sale of Qualifying Electricity and Capacity to Company

2.1.1. Energy.

The Company shall pay Seller for all Qualifying Electricity delivered into the Company system according to the pricing provisions of the Renewable Tariff including any adjustments or escalators

If any such adjustment or escalator applies, then it shall occur one year after the date on which Seller begins to supply Company with Qualifying Electricity and/or Qualifying Capacity under this Agreement ("Anniversary Date"), and year after year on the Anniversary Date until the expiration or termination of this Agreement.

Formatted: Indent: Left: 1", Hanging: 0.5"

Deleted: . The price paid for Qualifying Electricity shall be increased by two percent (2%) per year. Such adjustment in price

2.1.2. Capacity.

The Company shall pay Seller for all Qualifying Capacity according to the Renewable Tariff.

Formatted: Indent: Left: 1", Hanging: 0.5"

2.1.3. Other Charges.

Company shall invoice and Seller shall pay any charges or costs associated with Seller's failure to operate Seller's Facility in compliance with the rules and regulations of the North American Electric Reliability Council and/or the ReliabilityFirst Corporation, regional reliability council, and/or Midcontinent Independent System Operator, Inc. ("MISO"), or their successors. Seller will be obligated to pay and agrees to reimburse Company for any Locational Marginal Pricing ("LMP") charges and related charges assessed to, and incurred by Company resulting from excess power flowing into Company's distribution system from Seller's Facility, or from Seller's failure to deliver volumes of Qualifying Electricity into Company's distribution system in accordance with Seller's nominations; provided, however, that in the event such LMP charges and related charges incurred as a result of Seller's failure to deliver volumes in accordance with nominations, then Seller shall not be liable for such charges if the failure to deliver is due to, in the exercise of prudent and reasonable engineering judgment, Seller's decision to temporarily cease operations of Seller's Facility in order to protect Seller's Facility or Company's electrical system from damage or harm. Seller reserves the right to interrupt the sale of Qualifying Electricity at any time when, in the exercise of prudent and reasonable engineering judgment, Seller deems it necessary to make emergency repairs to Seller's Facility in order to protect Seller's Facility or Company's electrical system from damage or harm. Company shall invoice Seller separately for such charges and the Seller shall pay or dispute such invoiced amount within 15 business days after receipt of such invoice. In the event Seller disputes such amounts, the dispute shall be governed by Section 14.12.

Formatted: Indent: Left: 1", Hanging: 0.5"

Deleted: Reliability First

Deleted: Midwest ISO.

3. **INVOICING AND PAYMENT**

3.1. **Billing Period**

The Seller may elect a monthly billing period of either the calendar month or the billing cycle for retail electric service provided by Company. The Company shall read the Company Meter at approximately monthly intervals for determination of payment due to Seller pursuant to Section 3.3 at no extra charge.

Formatted: Indent: Left: 1", No bullets or numbering

Deleted: To the extent Seller elects a calendar month billing period, Seller may alternatively elect to read the Company Meter for determination of payment due to Seller pursuant to Section 3.3, in which case the Seller will read the Company Meter no sooner than the last business day of each calendar month and no later than the second business day after the end of the month.

¶
The Seller may elect to have the Company

Formatted: Indent: Left: 1"

Deleted: To the extent Seller does not elect to have the Company read the Company Meter under Section 3.1.2., the

Formatted: Indent: Left: 1", First line: 0"

Deleted: will

Deleted: , Notices

Deleted:

Deleted: either (i)

Deleted: or (ii) the date on which the meter is read by the the Company at approximately monthly intervals under Section 3.1.2.,

Deleted: section

3.2. **Invoice**

The Company Meter information may be used by the Seller to prepare and issue either a paper or electronic invoice to Company within two (2) business days of the meter reading. The invoice shall be submitted to NIPSCO at either the mailing or electronic address reflected in Section 12.

3.3. **Payment**

The Seller may elect to have the Company pay Seller by electronic funds transfer or check within seventeen (17) days from the date of the invoice issued by Seller under Section 3.2 for Qualifying Electricity and Environmental Attributes sold hereunder in accordance with the pricing set forth in Section 2 of this Agreement. Any uncontested portions of invoiced amounts shall be paid on or before the due date. Any uncontested portion of an invoice not paid within seventeen (17) days from the date of invoice shall bear an interest rate of one and one-half percent (1.5%) per month. Prior to instituting an action for default of this Agreement, the Parties shall attempt to resolve any invoicing or payment disputes pursuant to Section 14.12.

4. **INTERCONNECTION TERM AND CONDITIONS**

4.1. **Qualifying Electricity**

For Seller's electricity to be considered Qualifying Electricity for purchase under this Agreement, the Seller's Facility must satisfy all of the following standards ("Qualifying Standards"):

Deleted: ").

4.1.1 The electricity must be:

Formatted: Indent: Left: 1", Hanging: 0.5"

4.1.1.1 three phase, 60 Hertz, alternating current at a voltage of approximately 12,500 volts or 34,500 volts, or,

Deleted:

Formatted: Font: Tms Rmn

4.1.1.2 single phase, 60 Hertz, alternating current connected at the transformer secondary voltage for wind or solar generating facilities from 5 kW through 10 kW upon approval of an interconnection application consistent with the Company's General Rules and Regulations;

Formatted: Indent: Left: 1.5", Hanging: 0.63"

Deleted:

Deleted:

provided that the Company, on a case-by-case basis, may authorize either (a) a three phase, 60 Hertz, alternating current connection at the primary voltage, or (b) a single phase, 60 Hertz, alternating current connection at the transformer secondary voltage available at the customer's service location upon approval of an interconnection application consistent with the Company's General Rules and Regulations.

4.1.2. The electricity must comply with all applicable rules and regulations imposed by ReliabilityFirst Corp., ~~MISO~~, and/or any applicable governing body or agency.

Formatted: Indent: Left: 1.5", Hanging: 1"

Deleted: Midwest Independent Transmission System Operator, Inc. ("Midwest ISO"),

4.1.3. The electricity must be generated from a Facility eligible for the Renewable ~~Tariff~~.

Deleted: Feed-In Tariff under Experimental Rate 665 of NIPSCO's electric tariff

4.2. Qualifying Capacity

Deleted: ¶

Formatted: List Paragraph, Indent: Left: 0"

For ~~Seller's~~ capacity to be considered Qualifying Capacity for purchase under this Agreement, the ~~Seller's~~ Facility must satisfy all of the following standards ("Qualifying Capacity").

Formatted: Indent: Left: 0.5", Hanging: 0.5"

Deleted: Seller's

Formatted: Left

Deleted: Seller's

4.2.1. The ability to provide electric energy in a period of time, expressed in kilowatts, and

4.2.2. Compliance with all applicable rules and regulations of ~~MISO~~, ReliabilityFirst Corp., ~~or their successors~~, and/or any applicable governing body or agency.

Deleted: Midwest Independent Transmission System Operator, Inc.,

4.3. Interconnection Standards

Formatted: Indent: Hanging: 0.88"

4.3.1. Company Equipment and Meter

To connect Seller's Facility to Company's electrical system and in a manner consistent with the provisions of and options available under the Company's Renewable Tariff and this Agreement, Company will obtain, install and maintain, at Seller's expense, all equipment ("Company Equipment") that begins at the connection to Company's system through and including a meter ("Company Meter") to measure the electricity generated by Seller's Facility. Company will exercise reasonable care and comply with good engineering practices while performing its duties with respect to Company Equipment. Seller may purchase and install hardware and software to audit the Company Meter at Seller's sole costs. Company shall cooperate with Seller in installing such hardware and software and ensuring it interacts with Company's Meter. Any costs incurred by Company related to such auditing hardware and software incurred by Company shall be reimbursed by Seller.

4.3.2. Seller Meter

Seller may also obtain, install and maintain, at Seller's expense, a meter ("Seller Meter") to measure the electricity generated by Seller's ~~Facility~~. To the extent the Company is satisfied and agrees that Seller's Meter is accurately reading the flow of Qualifying Electricity, Seller's Meter may be used as the basis for invoicing in the event that the Company Meter is shown to not be reading accurately or reliably pursuant to Section 4.3.1 and 4.3.5.

Deleted: facility

4.3.3. ~~Seller's~~ Connection Equipment

Deleted: ¶

Seller's

Seller must provide, install and maintain, at its expense, all wiring and other electrical equipment between Company Meter and Seller's Facility equipment

("Seller's Connection Equipment"). Seller will maintain Seller's Connection Equipment in accordance with the applicable requirements of the National Board of Fire Underwriters, the National Electrical Code, the provisions of 170 IAC 4-4.3-1 *et seq.*, and any other governing body as they may be in effect from time to time. Seller will exercise reasonable care and comply with good engineering practices while performing its duties with respect to Seller's Connection Equipment. The entire interconnection from Company's system to Seller's Facility must comply with Company's Electric Standard ER 4-300. A copy of the Company's current standard is attached to this Agreement as Exhibit A. The Company reserves the right to modify Electric Standard ER 4-300.

All wiring and other electric equipment installed by Seller shall be maintained by Seller at all times in conformity with the requirements of the National Board of Fire Underwriters and other authorities having jurisdiction, and an inspector from Company shall be permitted to inspect Seller's wiring and apparatus and Company may transmit its recommendations in connection with any such inspection to Seller, but nothing herein contained shall mean, or be construed to mean, that Company shall be required to inspect or examine, or in any way be responsible for the condition of the conduits, pipes, wires or appliances on Seller's premises.

Deleted: Seller's

Seller will provide Company with ten (10) days notice of any changes that it intends to make to Seller's Connection Equipment or Seller's Facility that may affect Company's Equipment or Company's electrical system. Should the Company determine that said changes that Seller intends to make to Seller's Connection Equipment or Seller's Facility would adversely impact the integrity or reliability of the Company's Electric System, the Company reserves the right to disconnect from Seller's Equipment until modifications are in place to address this integrity or reliability impact. Any required modifications made to the Company's Electric System, as a result of Seller's changes, shall be reimbursed by Seller prior to reconnection. Whenever Seller becomes aware that Seller may be violating the Qualifying Standards, Seller shall promptly telephone Company with whatever information Seller may have and shall confirm such information in writing within three (3) business days after telephone notification is provided.

4.3.4. Point of Interconnection

Company will connect its power supply lines to the terminals of a service entrance connection which shall be provided by Seller and located on an outside wall of the Seller's Facility building or at a point satisfactory to Company. Seller shall install, operate, and maintain in good order such relays, locks and seals, breakers, automatic synchronizers, and other control and protective apparatus as shall be designated by Company for safe, efficient and reliable operation in parallel to Company's system. Seller shall bear full responsibility for the installation and safe operation of this equipment. Breakers capable of isolating Seller's Facility from Company shall at all times be immediately accessible to Company. Company may isolate Seller's Facility at its sole discretion if Company believes continued parallel operation with Seller's Facility creates or contributes to a system emergency.

4.3.5. Company Access and Inspection

In order to allow Company to carry out its obligations under this Agreement, Seller will grant Company access to Seller's property, at all reasonable times upon 24 hour prior notice to Seller, except that in the case of an emergency Company shall have the right to have immediate access to Seller's property without notice.

Company shall at all times have the right to inspect and test the Company Meter and, if found defective, to repair, or replace it, at the Company's option. Company Meter shall be tested periodically in accordance with the Rules and Standards of Service prescribed by the Commission. Company shall inspect and test Company Meter at Seller's request but no more frequently than once a year unless Seller provides Company sufficient evidence that Company's Meter is not providing reliable or accurate metering information. To the extent Seller requests that Company inspect and test Company's Meter and Company's Meter is accurate to within a range of plus or minus one percent (1%), the Seller shall reimburse Company for all costs incurred to inspect and test the Company Meter.

Upon notice from Seller or upon discovery by Company or otherwise, Company shall repair and re-test or replace a defective Company Meter within a reasonable time. During the time there is no accurate Company Meter in service, the Parties may agree to use Seller's Meter to prepare and issue invoices.

In case of impaired or defective service, Seller shall immediately give notice to Company by telephone, confirming such notice in writing on the same day the telephone notice is given.

4.3.6. Interconnection Agreement

Seller shall execute an interconnection agreement in the form of ~~Rider 679 – Interconnection Standards~~ (the "Interconnection Agreement") and shall comply with all applicable requirements of ~~Rider 679 – Interconnection Standards~~. Seller shall make no modification to Seller's Facility or control equipment without prior review and approval of Company.

Deleted: attached as Appendix D to Rule 51

Deleted: Company's General Rules and Regulations Applicable to Electric Service

Deleted: Rule 51 of Company's General Rules and Regulations Applicable to Electric Service ("Rule 51").

4.4. Delivery Point

The delivery point for the electricity delivered from the Seller's Facility to Company shall be the first cut-off point on Company's side of Company Meter (herein "**Delivery Point**"). Seller will transfer title to the Qualifying Capacity, the Qualifying Electricity and the Environmental Attributes, free and clear of all liens and encumbrances, to Company at the Delivery Point. Seller shall take all actions, including the timely completion of any necessary documentation and paperwork to promptly transfer title and ownership of the Environmental Attributes from Seller to Company.

Formatted: Indent: Left: 0.5", Hanging: 0.5"

4.5. Interconnection Costs

Seller will pay any expenses it incurs to satisfy the Qualifying Standards and interconnect Seller's Facility to Company's electrical system. Seller shall reimburse Company for all interconnection costs Company has reasonably incurred.

Formatted: Indent: Left: 0.5", Hanging: 0.5"

5. **WHEELING**

Wheeling is not available for Qualifying Electricity generated by Seller's Facility.

6. **TERM**

6.1. **Term**

The term of this Agreement shall be fifteen (15) years beginning on the earlier of (a) the Anniversary Date, which shall be agreed to by the Parties by execution of the Commencement Date Memorandum attached hereto as Exhibit B, or (b) one year from the Date of Execution. Pursuant to the terms of the Renewable Tariff, in the event that Seller's Facility forfeits its position in the interconnection queue prior to the date on which Seller begins to supply Qualifying Electricity and/or Qualifying Capacity, this Agreement shall be terminated and deemed null and void.

7. **REPRESENTATIONS AND WARRANTIES**

7.1. **Seller's Representations and Warranties**

Seller represents and warrants that:

- 7.1.1. Seller's Facility is capable of generating the quantity of Qualifying Electricity and Qualifying Capacity set forth in the Interconnection Agreement; and
- 7.1.2. Seller has good and marketable title, free and clear of any and all liens, encumbrances or any other impairments, to all energy, capacity and Environmental Attributes sold or transferred to Company under this Agreement; and
- 7.1.3. Seller has full power and authority to enter into and perform this Agreement; and
- 7.1.4. the execution, delivery and performance by Seller of this Agreement have been duly authorized by all necessary actions of Seller; and
- 7.1.5. this Agreement constitutes the legal, valid and binding obligations of Seller, is fully enforceable against Seller in accordance with its terms, except as such enforceability may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally or by general principals of equity, and it will not violate any judgment, law or regulation or agreement binding on or affecting Seller, and will not cause or constitute a default under any existing lien, charge, encumbrance or security interest upon any assets of Seller.

7.2. **Company's Representations and Warranties**

Company represents and warrants that:

- 7.2.1. Subject to Section 14.1, the execution and delivery of this Agreement and the performance of this Agreement and of Company's obligations hereunder have

Formatted: Indent: Left: 0.5", Hanging: 0.5"

Formatted: Font: 11 pt

Formatted: Indent: Left: 1"

Deleted: parties

Formatted: Font: 11 pt

Deleted: commencement date memorandum

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Deleted: Experimental Rate 665

Formatted: Font: 11 pt

Deleted: Feed-In

Formatted: Font: 11 pt

Deleted: Seller's

Formatted: Font: 11 pt

Formatted: Indent: Left: 0.5", Hanging: 0.5"

Deleted: creditors'

Formatted: Indent: Left: 0.5", Hanging: 0.5"

been duly authorized by all necessary Company actions and no other authorization is necessary; and

7.2.2. Subject to Section 14.1, this Agreement is a valid and binding obligation of Company.

8. SYSTEM EMERGENCY

Company shall not be required to purchase Qualifying Electricity from Seller at the time of an emergency on either ~~Company's~~ or ~~Seller's~~ electric system. Seller shall not be required to sell Qualifying Electricity to Company at the time of an emergency on either Company's or Seller's electric system. System emergencies causing discontinuance of parallel operation are subject to verification by the Commission. The parties may interrupt purchase when necessary to make emergency repairs. Company shall immediately reestablish purchase and Seller shall immediately reestablish sale once the emergency repairs are sufficient to allow for reconnection and purchase and sale of Qualifying Electricity from Seller.

Deleted: Company's

Deleted: Seller's

9. INTERRUPTION OR CURTAILMENT FOR MAINTENANCE

9.1. By Company

For the purpose of making ~~upgrades or~~ repairs other than emergency repairs, Company reserves the right to disconnect the ~~Seller's~~ electric system ~~on any day or days, provided~~ that notification of Company's intention to interrupt purchases is given to Seller at least ~~seven (7) calendar days prior to the hour of interruption of purchase. Company will use best efforts to schedule such interruption at a time acceptable to Seller and Company, and such outages shall be limited in duration to seven (7) consecutive days unless otherwise agreed by Company and Seller, and shall occur no more than twice per calendar year. Company agrees that it will extend the term of this Agreement by the number of days by which any such non-emergency outage exceeds seven (7) consecutive days.~~

Formatted: Indent: Left: 0.5", Hanging: 0.5"

Deleted: Seller's

Deleted: for four (4) consecutive hours

Deleted: Sunday, or such other

Deleted: as may be agreed to by Seller and Company

Deleted: forty-eight (48) hours prior to the hour of interruption of purchase

9.2. By Seller

For the purpose of making repairs other than emergency repairs, Seller reserves the right to disconnect the Seller's electric system ~~on any day or days, provided~~ that notification of Seller's intention to interrupt ~~sales~~ is given to ~~Purchaser~~ at least forty-eight (48) hours prior to the hour of interruption of sale. ~~Seller will use best efforts to schedule such interruption at a time acceptable to Seller and Company.~~

Formatted: Indent: Left: 0.5", Hanging: 0.5"

Deleted: for four (4) consecutive hours

Deleted: Sunday, or such other

Deleted: as may be agreed to by Seller and Company

Deleted: purchases

Deleted: Seller

10. INDEMNIFICATION

10.1. By Seller to Company

Seller shall indemnify and hold harmless Company from and against any and all claims, liability, damages and expenses, including reasonable attorneys' fees and court costs, based upon or arising out of any personal injury, death or damage to any property, including loss of use thereof, which arises out of or results from any act or omission by Seller, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of Seller's Facility or Seller's Connection Equipment, except to the extent caused by the negligence of Company, its employees, agents, or representatives. Upon the written request of Company seeking indemnification

Formatted: Indent: Left: 0.5", Hanging: 0.5"

under this provision, Seller shall defend any suit asserting a claim covered by this provision. If Company is required to file an action or proceeding to enforce its indemnification rights under this provision and said indemnification rights are upheld by a court or arbitrator having valid jurisdiction, Seller shall reimburse Company for all expenses, including reasonable attorneys' fees and court costs, incurred in connection with such action.

10.2. By Company to Seller

Formatted: Indent: Left: 0.5", Hanging: 0.5"

Company shall indemnify and hold harmless Seller from and against any and all claims, liability, damages and expenses, including reasonable attorneys' fees and court costs, based upon or arising out of any personal injury, death or damage to any property, including loss of use thereof, which arises out of or results from any act or omission by Company, its employees, agents, representatives, successors or assigns in the construction, ownership, operation or maintenance of Company's facilities used in connection with this Agreement, except to the extent caused by the negligence of Seller, its employees, agents, or representatives. Upon the written request of Seller seeking indemnification under this provision, Company shall defend any suit which asserts a claim covered by this provision. If Seller is required to file an action or proceeding to enforce its indemnification rights under this provision and said indemnification rights are upheld by a court or arbitrator having valid jurisdiction, Company shall reimburse Seller for all expenses, including reasonable attorneys' fees and court costs, incurred in connection with such action.

11. **FORCE MAJEURE**

Neither Company nor Seller shall be liable to the other for damages caused by the interruption, suspension, reduction or curtailment of the delivery of electric energy, capacity or Environmental Attributes hereunder, or the failure to perform any other obligation hereunder (other than an obligation to pay money), due to, occasioned by or in consequence of, any of the following causes or contingencies (each a "**Force Majeure Event**"): 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, subcontractors; laborer or materialman; sabotage; injunction blight; famine; blockage, or quarantine. The party suffering an occurrence of Force Majeure Event 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 its best efforts to remedy or mitigate its inability to perform its obligations, 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.

12. **NOTICES**

Any notices required by this Agreement or by law shall be in writing and addressed as identified below and shall be properly served when sent via certified mail, postage prepaid return receipt requested, or via overnight courier, postage prepaid, or when received by facsimile at the facsimile number set forth in this Section or when received via email at the email set forth below. Notices sent via overnight mail shall be effective the next business day after transmission. Notices sent via certified mail or overnight courier shall be effective upon receipt or refusal to accept. Notices sent via facsimile or email shall be effective upon confirmation of successful transmission unless such transmission is after normal business hours in which case such transmission shall be effective the next business day. Either party may change its address for the purpose of this Agreement by giving written notice of such change to the other party in the manner set forth herein.

To Seller:

Facsimile No. _____
Email: _____

To Company:

NIPSCO
c/o _____
801 East 86th Avenue
Merrillville, Indiana 46410
Facsimile No. _____
Email: _____

13. **DEFAULT AND REMEDIES**

13.1 **Default.**

The occurrence of any of the following events shall constitute a “**Default**” by the affected party (the “**Defaulting Party**”):

- 13.1.1. Such party files a voluntary petition in bankruptcy or reorganization or fails to have such a petition which is filed against it dismissed within sixty (60) days, or admits in writing its insolvency or inability to pay its liabilities as they come due, or assigns its assets or this Agreement for the benefit of creditors, or suffers a receiver to be appointed for its assets, or suspends its business
- 13.1.2. Such party commits fraud or other material intentional misconduct in connection with this Agreement or the operation of the Seller’s Facility, with respect to Seller, or the operation of the Company Equipment, with respect to Company.
- 13.1.3. Any material representation or warranty made by such party pursuant to this Agreement is false or misleading when made or ceases to remain true during the term of this Agreement.

13.1.4. Either party's failure to make any payment when due which is not the subject of a good faith dispute if such failure continues for a period of five (5) days after written notice thereof by other party.

13.1.5. Any failure by a party to this Agreement to perform its obligations under the Interconnection Agreement which would entitle the other party to terminate or suspend the Interconnection Agreement if such failure remains uncured for more than thirty (30) days after Seller's receipt of written notice thereof from Company.

13.1.6. Any other failure by such party to perform any material obligation it is required to perform under this Agreement if such failure remains uncured for more than thirty (30) days after Seller's receipt of written notice thereof from Company.

13.2 Remedies for Default.

If a Default has occurred and is continuing, the party not in Default (the "**Non-Defaulting Party**"), upon written notice to the Defaulting Party, shall have the right (but not the duty) to exercise any or all of the following remedies: (a) to suspend performance under this Agreement; (b) to terminate this Agreement after the expiration of any applicable cure period; and (c) subject to Sections 14.8, 14.9 and 14.10 hereof, to exercise any remedy available under this Agreement or at law or in equity.

For any and all Defaults, the Non-Defaulting Party shall, subject to Sections 14.8, 14.9 and 14.10 hereof, be entitled to receive from the Defaulting Party all of the direct, actual damages incurred by the Non-Defaulting Party in connection with such event. Each party agrees that it has a duty to mitigate damages and covenants that it shall use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement, *provided, however*, that in no event shall the mitigating party owe any payment to the non-performing party in connection with such mitigation. Seller shall be entitled to reduce the amount of monetary damages payable by Seller pursuant to this Section 13.2 as and to the extent Seller provides Company with replacement energy or Environmental Attributes (which replacement shall be subject to the consent of Company and which consent shall not be unreasonably withheld or delayed) in substitution for any monetary damages that would otherwise have been due under this Section 13.2.

14. MISCELLANEOUS

14.1 Regulatory Approvals

Any and all obligations by Company to purchase Qualifying Electricity or Environmental Attributes from Seller are expressly conditioned on the approval of this Agreement by the Commission.

14.2 Cost Recovery and Early Termination Rights

If at any time during the Term of this Agreement (a) the Commission approves a final, non-appealable order that denies the Company recovery of some or all payments made pursuant to Sections 2 and 3 of this Agreement, or (b) legislation is enacted into law that has the same effect, the Company shall have the option at its sole discretion to terminate

this Agreement upon the provision of at least thirty (30) days written notice to Seller after the date of the approval of such final non-appealable Order or the effective date of such legislation, provided that the obligation to purchase Qualifying Electricity and Qualifying Capacity shall be severable and separately construed for purposes of this Section.

Company covenants and agrees to not propose or support any cancellation of this Agreement or a change in any law or rule or any other mechanism that would disallow the recovery of any costs associated with the Company's purchase of Qualifying Electricity, Qualifying Capacity or Environmental Attributes under this Agreement. Company covenants and agrees to defend the recovery of all costs under this Agreement, which may also include seeking the ability to grandfather the recovery of all costs associated with the purchase of Qualifying Electricity, Qualifying Capacity or Environmental Attributes under this Agreement and all other similar agreements entered by the Company. Notwithstanding anything to the contrary in this paragraph, nothing herein shall prohibit Company from pursuing its remedies for default under this Agreement, including the right to terminate this Agreement after the expiration of any applicable cure period.

14.3 Change in Applicable Law

In the event that any part of this Agreement or any Commission Order approving this Agreement or any tariff applicable thereto, or any rules and regulations applicable thereto is finally adjudged by a court of competent jurisdiction to be invalid, then either Company or Seller may, at its sole option, terminate this Agreement at any time within one hundred eighty (180) days of the date such determination becomes final by giving sixty (60) days' written notice to the other party stating an intention to terminate this Agreement at the expiration of such sixty (60) day period

14.4 Interpretation

If the Commission or a court determines that any provision of this Agreement is unenforceable or invalid, the parties intend for the remainder of this Agreement to be enforced to the fullest extent permitted by applicable law.

14.5 Reservation of Rights

The parties do not intend the rights and remedies specified in this Agreement to be exclusive and preserve all other rights and remedies available to them at law or in equity.

14.6 Choice of Law

This Agreement is to be construed and enforced in accordance with the laws of the State of Indiana, exclusive of Indiana's conflicts of law principles.

14.7 Rules and Regulations

Company's General Rules and Regulations Applicable to Electric Service, on file with the Commission, are incorporated into this Agreement. Seller acknowledges receipt of the current General Rules and Regulations Applicable to Electric Service ("**General Rules and Regulations**"). If any provision of the General Rules and Regulations conflict with the

Formatted: Not Highlight

Formatted: Justified, Indent: Left: 0", Keep with next

Deleted: ¶

provisions of this Agreement, the provisions of the General Rules and Regulations will control.

14.8 Entire Agreement; Waiver

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and no promises, representations or agreements made by Company's officers, employees or agents prior to the execution of this Agreement shall be binding on Company unless expressly set forth herein. This Agreement shall not be amended or modified except by written instrument duly executed by Company and Seller. Any waiver by a party of any provision or condition of this Agreement shall only be effective if contained in a written instrument executed by the party against whom such waiver is sought to be enforced and such waiver shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, whether such breach is of the same or a different nature as the prior breach.

14.9 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns. Neither party shall assign this Agreement without the express written consent of the other party which shall not be unreasonably withheld, provided, however, that Seller may assign this Agreement without consent in the event: 1) Seller sells its Facility to a purchaser; or 2) Seller seeks to secure financing of the Seller's Facility. Company shall cooperate with Seller in any assignment by Seller to secure financing of the Seller's Facility.

14.10 Limitation on Damages.

Each party acknowledges and agrees that in no event will any partner, shareholder, member, manager, owner, officer, director, employee or affiliate of either party be personally liable to the other party for any payments, obligations or performance due under this Agreement or any breach or failures of performance of either party, and the sole recourse for payment or performance of the obligations under this Agreement will be against Seller or Company and each of their respective assets and not against any other individual, corporation, limited liability company, partnership or association not a party to this Agreement ("**Third Party**"), except for such liability as expressly assumed by an assignee pursuant to any assignment of this Agreement in accordance with the terms hereof or such liability expressly assumed pursuant to any written instrument executed by such individual or entity.

14.11 No Consequential Damages.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, EACH PARTY'S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS, LOST REVENUES OR OTHER BUSINESS INTERRUPTION DAMAGES; PROVIDED, HOWEVER, THAT ANY AMOUNTS WHICH ARE EXPRESSLY PROVIDED HEREIN SHALL NOT BE CONSTRUED AS LOST PROFITS OR CONSEQUENTIAL DAMAGES, BY

STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, *PROVIDED, HOWEVER*, THAT IF EITHER PARTY IS HELD LIABLE TO ANY THIRD PARTY FOR SUCH DAMAGES AND THE PARTY HELD LIABLE FOR SUCH DAMAGES IS ENTITLED TO INDEMNIFICATION THEREFOR FROM THE OTHER PARTY HERETO, THEN THE INDEMNIFYING PARTY SHALL BE LIABLE FOR, AND OBLIGATED TO REIMBURSE THE INDEMNIFIED PARTY FOR, SUCH DAMAGES. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE IS SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

14.12 Dispute Resolution

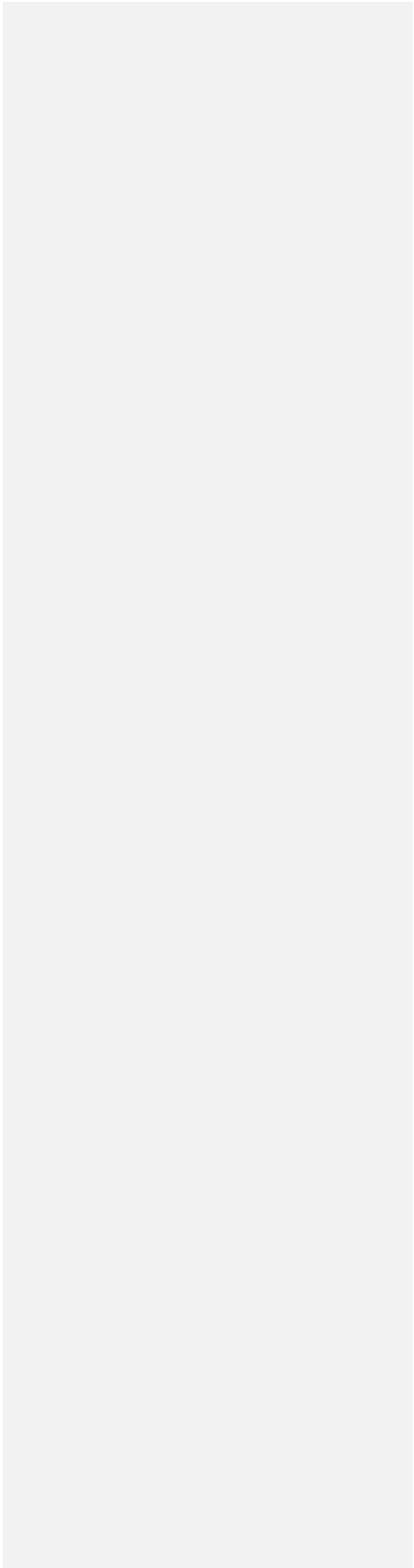
Prior to declaring a party in breach of this Agreement pursuant to Section 13, any dispute, claim or controversy among the parties arising out of or related to Sections 2 or 3 of this Agreement, the party disputing a matter shall give the other written notice of the dispute. The parties shall negotiate in good faith for thirty (30) days to resolve such dispute. In the event the parties are unable to resolve such dispute the dispute shall be mediated in Marion County, Indiana. The mediation shall be conducted by a single mediator within thirty (30) days of the expiration of the thirty (30) day period during which the parties were to attempt to negotiate a resolution to the dispute. If the mediation fails to bring resolution to the dispute, the parties may pursue their remedies under this Agreement; provided, however, that failing to reach an agreement shall not be evidence that there has been an actual default under this Agreement. Each party shall be responsible for its own attorney's fees and one-half the cost of any mediator. During the period that the parties are attempting to resolve a dispute under this Agreement, the parties shall continue performance under this Agreement, unless to do so would be impossible or impracticable.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed in duplicate originals effective as of the day and year first above written.

"Seller"	NORTHERN INDIANA PUBLIC SERVICE COMPANY "Company"
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

|

RPPA Exhibit A
(Interconnection Standards)



|

RPPA Exhibit B
(Commencement Date Memorandum)

COMMENCEMENT DATE MEMORANDUM
Exhibit B attached to and made a part of the Renewable Power Purchase Agreement
between
Northern Indiana Public Service Company, as Company and
_____, as Seller

COMMENCEMENT DATE MEMORANDUM
designating the “Anniversary Date”

THIS MEMORANDUM, made as of _____, 20____, by and between Northern Indiana Public Service Company (“Company”) and _____ (“Seller”).

Recitals:

- A. Company and Seller are parties to that certain Renewable Power Purchase Agreement, dated for reference _____, 20____ (the “PPA”) for the sale and purchase of Qualifying Electricity, Qualifying Capacity and Environmental Attributes (the “Power”).
- B. Seller has commissioned its Facility and has begun to supply the Power to Company.
- C. Seller and Company desire to enter into this Memorandum confirming the Anniversary Date under the PPA.

NOW, THEREFORE, Seller and Company agree as follows:

- 1. The actual Anniversary Date is _____.
- 2. The price for the Qualifying Electricity each year of the Term is as set forth in the table below:

Year*	Price for Qualifying Electricity
1	\$_____ per kWh
2	\$_____ per kWh
3	\$_____ per kWh
4	\$_____ per kWh
5	\$_____ per kWh
6	\$_____ per kWh
7	\$_____ per kWh
8	\$_____ per kWh
9	\$_____ per kWh
10	\$_____ per kWh
11	\$_____ per kWh
12	\$_____ per kWh
13	\$_____ per kWh
14	\$_____ per kWh
15	\$_____ per kWh

*rows for years in excess of contract term to be removed or crossed out

Seller Initials

Seller Initials

Formatted Table

Deleted: <object>¶

3. In the alternative, Seller elects to receive the tariff rate as it is in effect during each year of the contract term.
4. [Optional Section for Biomass ~~PPAs~~ only.] The price for Qualifying Capacity shall be paid according to component terms and conditions of the Company's Cogeneration and Small Power Production Rate as may be in effect from time-to-time.
5. Capitalized terms not defined herein shall have the same meaning as set forth in the PPA.

Deleted: PPA's

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed in duplicate originals effective as of the day and year first above written.

"Seller"	NORTHERN INDIANA PUBLIC SERVICE COMPANY "Company"
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit C

(Proposed Interconnection Standards Tariff)

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

First Revised Sheet No. 131
Superseding
Original Sheet No. 131

Deleted: Original

RIDER 679
INTERCONNECTION STANDARDS

No. 1 of 15 Sheets

TO WHOM AVAILABLE

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

In accordance with 170 IAC 4-4.3 of the Commission Rules, as the same may be revised from time to time by the Commission, applicable to Customer-generator Interconnection Standards, ("Rule 4.3") eligible Customers may operate, and interconnect generation equipment to the NIPSCO electric system after meeting the requirements of Rule 4.3, these rules and the approval process as defined.

Deleted: own,

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 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 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.

Deleted: 12/21/2011 12/27/2011¶

Issued Date

____/____/____

Effective Date

____/____/____

NIPSCO

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Original Sheet No. 132

RIDER 679
INTERCONNECTION STANDARDS

No. 2 of 15 Sheets

PROCEDURES:

The interconnection review procedures are prescribed by the following sections of Commission 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. See below for the appropriate agreement.

The above stated agreements and associated applications are found below, as follows:

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

Issued Date
12/21/2011

Effective Date
12/27/2011



NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Original Sheet No. 133

RIDER 679
INTERCONNECTION STANDARDS

No. 3 of 15 Sheets

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: Business Link, 801 E. 86th 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
12/21/2011

Effective Date
12/27/2011



NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Original Sheet No. 134

RIDER 679
INTERCONNECTION STANDARDS

No. 4 of 15 Sheets

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**

Issued Date
12/21/2011

Effective Date
12/27/2011

NIPSCO

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Original Sheet No. 135

RIDER 679
INTERCONNECTION STANDARDS

No. 5 of 15 Sheets

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: Business Link, 801 E. 86th Avenue, Merrillville, IN 46410

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

Issued Date
12/21/2011

Effective Date
12/27/2011



NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Original Sheet No. 136

RIDER 679
INTERCONNECTION STANDARDS

No. 6 of 15 Sheets

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 _____ ("Customer").

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:

_____.

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
12/21/2011

Effective Date
12/27/2011

NIPSCO

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Original Sheet No. 137

RIDER 679
INTERCONNECTION STANDARDS

No. 7 of 15 Sheets

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"). 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.

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.

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.

Issued Date
12/21/2011

Effective Date
12/27/2011

NIPSCO

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Original Sheet No. 138

RIDER 679
INTERCONNECTION STANDARDS

No. 8 of 15 Sheets

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: Business Link
801 E. 86th Avenue
Merrillville, IN 46410

Issued Date
12/21/2011

Effective Date
12/27/2011



NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Original Sheet No. 139

**RIDER 679
INTERCONNECTION STANDARDS**

No. 9 of 15 Sheets

**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
12/21/2011**

**Effective Date
12/27/2011**

NIPSCO

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Original Sheet No. 140

RIDER 679
INTERCONNECTION STANDARDS

No. 10 of 15 Sheets

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.

Issued Date
12/21/2011

Effective Date
12/27/2011

NIPSCO

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Original Sheet No. 141

RIDER 679
INTERCONNECTION STANDARDS

No. 11 of 15 Sheets

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.

Issued Date
12/21/2011

Effective Date
12/27/2011

NIPSCO

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

First Revised Sheet No. 142
Superseding
Original Sheet No. 142

Deleted: Original

RIDER 679
INTERCONNECTION STANDARDS

No. 12 of 15 Sheets

6. Insurance. Customer shall procure and keep in force during all periods of parallel operation of the Generation Facilities with Company's electric system, the following insurance to protect the interests of Company under this Agreement, with insurance carriers acceptable to Company, and in amounts not less than the following:

Coverage

Limits

Comprehensive General Liability
Contractual Liability
the Bodily Injury
Property Damage
Facilities.)

(To be inserted depending upon
nature
and size of the Generation

At least fifteen (15) days prior to any interconnection of the Generation Facilities with Company's electric system, and thereafter as requested by Company. Customer shall deliver a CERTIFICATE OF INSURANCE verifying the required coverage to:

NiSource Corporate Services
Attention: Corporate Insurance
290 Nationwide Blvd
Columbus, OH 43215

Deleted: NIPSCO¶

Deleted: 801 E. 86th Avenue¶
Merrillville, IN 46410

If Customer is sufficiently creditworthy, as determined by Company, then, in lieu of obtaining all or part of the above-specified required insurance coverage from insurance carriers acceptable to Company, Customer may self insure all or part of such required insurance coverage provided that Customer agrees to defend Company and to provide on a self insurance basis insurance benefits to Company, all to the same extent as would have been provided under this Agreement pursuant to the above insurance provisions of this Section 6. By utilizing self insurance to provide all or part of the above-specified required insurance, Customer shall be deemed to have agreed to the provisions of the previous sentence of this Section 6.

7. Indemnification. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party 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 used in connection with this Agreement. Upon written request of the Party seeking relief under this Section 7, the Indemnifying Party shall defend any suit asserting a claim

Deleted: 12/21/2011 12/27/2011¶

Issued Date

Effective Date

/ /

/ /

NIPSCO

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

First Revised Sheet No. 142
Superseding
Original Sheet No. 142

Deleted: Original

covered by this Section 7. If a Party is required to bring an action to enforce its rights under this Section 7, either as a separate action or in connection with another action, and said rights

Issued Date

/ /

Effective Date

/ /

Deleted: 12/21/2011 12/27/2011¶



NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Original Sheet No. 143

**RIDER 679
INTERCONNECTION STANDARDS**

No. 13 of 15 Sheets

are upheld, the Indemnifying Party shall reimburse such Party for all expenses, including attorney's fees, incurred in connection with such action.

8. Effective Term and Termination Rights. This Agreement shall become effective when executed by both Parties and shall continue in effect until terminated in accordance with the provisions of this Agreement. This Agreement may be terminated for the following reasons:
 - (a) Customer may terminate this Agreement at any time by giving 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

Issued Date
12/21/2011

Effective Date
12/27/2011

NIPSCO

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Original Sheet No. 144

RIDER 679
INTERCONNECTION STANDARDS

No. 14 of 15 Sheets

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

11. Dispute Resolution. 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.

Customer's use of the Generation Facilities is subject to the Companying Rules, 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: Business Link
801 E. 86th Avenue
Merrillville, IN 46410

Issued Date
12/21/2011

Effective Date
12/27/2011

NIPSCO

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Original Sheet No. 145

RIDER 679
INTERCONNECTION STANDARDS

No. 15 of 15 Sheets

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.

Issued Date
12/21/2011

Effective Date
12/27/2011



NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Original Sheet No. 146

RIDER 680
NET METERING

No. 1 of 2 Sheets

TO WHOM AVAILABLE

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

REQUIREMENTS

In accordance with 170 IAC 4-4.2, the Commission Rules applicable to net metering, all Customers may operate a solar, wind or hydro electrical generating facility ("Facility") and may be considered an eligible net metering Customer if the Customer is in good standing and the Facility:

Deleted: own and

1. has a total nameplate capacity less than or equal to one Megawatt (MW);
2. is located on the eligible net metering Customer's premises and operated by the Customer; and
3. is used primarily to offset all or part of the eligible net metering Customer's own electricity requirements

If Customer has a total nameplate capacity in excess of the amount designated as being subject to this Rule, Customer may apply for treatment under the Company's Experimental Rate 665, Renewable Feed-In, to the extent available.

The Company may offer net metering to other Customers at the Company's discretion.

An eligible net metering Customer whose account is not more than thirty (30) days in arrears and who does not have any legal orders outstanding pertaining to any account with the Company is qualified as an eligible net metering Customer in good standing.

The aggregate amount of net metering capacity allowable to all eligible Customers under this rule shall be determined by the sum of each Facility's nameplate capacity treated under this Rider and shall not exceed thirty (30) MWs forty percent (40%) of which shall be reserved for use by residential customers.

Before the Company will allow interconnection with an eligible net metering Customer's Facility and before net metering service may begin, the Customer will be required to enter into an interconnection agreement applicable to the Facility as set forth in Rider 679 – Interconnection Standards.

The eligible net metering Customer shall install, operate and maintain the Facility in accordance with the manufacturer's suggested practice for safe, efficient and reliable operation interconnected to the Company's electric system.

The Company will determine an eligible net metering Customer's monthly bill as follows:

Issued Date
12/21/2011

Effective Date
12/27/2011

NIPSCO

**NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs**

Original Sheet No. 210

**RIDER 680
NET METERING**

No. 2 of 2 Sheets

REQUIREMENTS (continued)

1. The Company will measure the difference between the amount of electricity delivered by the Company to the eligible net metering Customer and the amount of electricity generated by the eligible net metering Customer and delivered to the Company during the Month, in accordance with the Company's normal metering practices.
2. If the kilowatt hours (kWh) delivered by the Company to the eligible net metering Customer exceed the kWh delivered by the eligible net metering Customer to the Company during the Month, the eligible net metering Customer will be billed for the kWh difference at the rate applicable to the eligible net metering Customer if it was not an eligible net metering Customer. If the kWh generated by the eligible net metering Customer and delivered to the Company exceeds the kWh supplied by the Company to the eligible net metering Customer during the Month, the eligible net metering Customer shall be credited in the next billing cycle for the kWh difference.
3. When eligible net metering Customer elects to no longer participate in net metering under this Rule, any unused credit shall revert to the Company.

**Issued Date
2/17/2014**

**Effective Date
2/17/2014**



Exhibit D

(Proposed Net Metering Tariff)

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

~~Original~~First Revised Sheet No. 146
Superseding
Original Sheet No. 146

RIDER 680
NET METERING

No. 1 of 2 Sheets

TO WHOM AVAILABLE

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

REQUIREMENTS

In accordance with 170 IAC 4-4.2, the Commission Rules applicable to net metering, all Customers may ~~own and~~ operate a solar, wind or hydro electrical generating facility ("Facility") and may be considered an eligible net metering Customer if the Customer is in good standing and the Facility:

1. has a total nameplate capacity less than or equal to one Megawatt (MW);
2. is located on the eligible net metering Customer's premises and operated by the Customer; and
3. is used primarily to offset all or part of the eligible net metering Customer's own electricity requirements

If Customer has a total nameplate capacity in excess of the amount designated as being subject to this Rule, Customer may apply for treatment under the Company's Experimental Rate 665, Renewable Feed-In, to the extent available.

The Company may offer net metering to other Customers at the Company's discretion.

An eligible net metering Customer whose account is not more than thirty (30) days in arrears and who does not have any legal orders outstanding pertaining to any account with the Company is qualified as an eligible net metering Customer in good standing.

The aggregate amount of net metering capacity allowable to all eligible Customers under this rule shall be determined by the sum of each Facility's nameplate capacity treated under this Rider and shall not exceed thirty (30) MWs forty percent (40%) of which shall be reserved for use by residential customers.

Before the Company will allow interconnection with an eligible net metering Customer's Facility and before net metering service may begin, the Customer will be required to enter into an interconnection agreement applicable to the Facility as set forth in Rider 679 – Interconnection Standards.

The eligible net metering Customer shall install, operate and maintain the Facility in accordance with the manufacturer's suggested practice for safe, efficient and reliable operation interconnected to the Company's electric system.

The Company will determine an eligible net metering Customer's monthly bill as follows:

Issued Date

12/21/2011

/ /

Effective Date

12/27/2011

/ /

NORTHERN INDIANA PUBLIC SERVICE COMPANY
IURC Electric Service Tariff
Original Volume No. 12
Cancelling All Previously Approved Tariffs

Original Sheet No. 147

RIDER 680
NET METERING

No. 2 of 2 Sheets

REQUIREMENTS (continued)

1. The Company will measure the difference between the amount of electricity delivered by the Company to the eligible net metering Customer and the amount of electricity generated by the eligible net metering Customer and delivered to the Company during the Month, in accordance with the Company's normal metering practices.
2. If the kilowatt hours (kWh) delivered by the Company to the eligible net metering Customer exceed the kWh delivered by the eligible net metering Customer to the Company during the Month, the eligible net metering Customer will be billed for the kWh difference at the rate applicable to the eligible net metering Customer if it was not an eligible net metering Customer. If the kWh generated by the eligible net metering Customer and delivered to the Company exceeds the kWh supplied by the Company to the eligible net metering Customer during the Month, the eligible net metering Customer shall be credited in the next billing cycle for the kWh difference.
3. When eligible net metering Customer elects to no longer participate in net metering under this Rule, any unused credit shall revert to the Company.

Issued Date
12/21/2011

Effective Date
12/27/2011