



Site ID 1182823105
Customer Account No. _____
W.O. Number 4000061102

NORTHERN INDIANA PUBLIC SERVICE COMPANY AGREEMENT FOR EXTENSION OF FACILITIES TO SUPPLY ELECTRIC SERVICE

THIS AGREEMENT, is made this **18th** day of **September, 2025** ("Effective Date") by and between **Town of Munster of 1001 Ridge Road, Munster, Indiana 46321**, hereinafter called the "Customer", and **NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC**, an Indiana Limited Liability Company ("NIPSCO").

THE PARTIES AGREE AS FOLLOWS:

Subject to the terms and conditions set forth herein and in accordance with under Rule 6 of the NIPSCO General Rules and Regulations Applicable to Electric Service approved by the Indiana Utility Regulatory Commission, NIPSCO shall extend its **electric facilities to 10 45th Avenue** located in **Lake County and North Township, Munster, Indiana 46321** (the "Customer Premises") or parts thereof, in accordance with NIPSCO's plan for the same as set forth in the attached sketch marked as Exhibit "A" that includes Customer's corresponding portion of **Work Order No. 4000061102** ("Extension" as used in this Agreement shall only refer to Customer's portion of Work Order No. 4000061102). The Extension shall be made subject to the additional terms and conditions included in Exhibit "B" *Requirements for Construction Commencement*, which is attached hereto and incorporated by reference herein, for the purpose of supplying electric service as set forth in the Work Order.

Residential

This Residential Extension has been evaluated under Rule 6 of the NIPSCO General Rules and Regulations Applicable to Electric Service approved by the Indiana Utility Regulatory Commission and Customer is obligated to provide NIPSCO a Contribution in Aid of Construction for the installation of the Extension in the amount of **\$N/A**.

Non-Residential

This Non-residential Extension has been evaluated under Rule 6 of the NIPSCO General Rules and Regulations Applicable to Electric Service approved by the Indiana Utility Regulatory Commission and:

- (a) No contribution, letter of credit, or minimum guarantee is required for installation of the Extension, or
- (b) Customer is obligated to provide NIPSCO a Contribution in Aid of Construction for the installation of the Extension in the amount of **\$ 5,741.77**, or
- (c) Customer is obligated to provide a letter of credit in the amount of \$ NA in a form satisfactory to the Company, or
- (d) Customer is obligated to provide a minimum guarantee prior to installation of the Extension as specified in Exhibit "C".



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In addition,

- (e) NIPSCO has determined that Customer shall provide a construction deposit in the amount of \$ N/A in advance of materials procurement and construction as specified in Exhibit "C".
- (f) If the Non-Residential Extension is provided to serve incremental load, the calculation of the incremental load is specified in the *Incremental Load Worksheet* attached hereto as Exhibit "D."



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TERMS AND CONDITIONS

1. Upon the payment of the required Deposit or Other Adequate Provision of Payment, if any, and compliance by the Customer with all other requirements set forth in this Agreement, and in Exhibits A and B, NIPSCO will utilize its best efforts to complete the Extension within a reasonable time from the execution of this Agreement, but completion of the Extension is subject to availability of materials, weather conditions, and other variables that may impact the time necessary for completion, including but not limited to NIPSCO acquiring the necessary rights-of-way as further detailed herein in Paragraph 5.
2. All right, title, and interest in and ownership of the Extension made, along with all accessories and equipment shall be and remain with NIPSCO.
3. NIPSCO reserves the right to make additional extensions to the Extension herein provided for, and in such event there shall be no refund to the Customer except as set forth in Section 6 of the General Rules and Regulations of NIPSCO's Electric Service Tariff.
4. If the appropriate and necessary authorities refuse to grant a permit for the use of the highways as necessary for making the Extension, or if any necessary right-of-way on private property is not secured for NIPSCO by the Customer, then NIPSCO may terminate this Agreement and any sum paid by the Customer shall be refunded.
5. Regarding obstructions on the Customer Premises, the Customer shall obtain the necessary permits, and shall perform clearance of any trees or other obstructions which may interfere with the construction of the Extension. Customer agrees to bear all additional expense which may occur from rerouting or overbuilding obstructions which cannot be overcome or removed by reason of the inability of the Customer to secure the proper consent or permit.
6. If applicable, a final recorded plat is to be provided prior to the execution of this contract. If the customer elects to not provide a final recorded plat prior to contract execution, then the Customer agrees to bear all costs associated with the subsequent relocation of NIPSCO facilities if such relocation is required in NIPSCO's sole discretion. In addition, either a recorded plat or a signed NIPSCO Blanket Utility Easement must be obtained prior to commencement of construction. If the Development plat is not subsequently recorded, the NIPSCO Blanket Utility Easement will be recorded by NIPSCO ninety (90) days after Exhibit B's conditions have been met.
Customer elects to not provide a final recorded plat prior to contract execution. Customer initials: _____
7. After the Extension is completed, NIPSCO shall have the right at all times, at its sole expense, to make such changes and improvements thereto as shall, in its sole discretion, be necessary for proper operation of the same.
8. This Agreement is subject to all rules and regulations of NIPSCO now or hereafter on file with and approved by the IURC and any applicable IURC Orders. This Agreement is also subject to all rules and regulations now or hereafter promulgated by the IURC, the State of Indiana or any other governmental body having jurisdiction over NIPSCO to which NIPSCO is subject to during the term of this Agreement or which may otherwise materially affect the terms of this Agreement.
9. Neither NIPSCO nor its subcontractors, if any, shall discriminate against any employee or applicant to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of such employees or applicant's race, color, religion, national origin, sex, handicap, or ancestry.
10. Notwithstanding the Effective Date set forth above, this Agreement shall not have any force and effect, and shall not be binding on NIPSCO, unless and until Customer completes the following acts: 1) returned an executed agreement to NIPSCO; and 2) pay any and all upfront deposits, contributions in aid of construction, or other upfront amounts due pursuant to this Agreement to NIPSCO. This Agreement shall be null and void, and any fees, deposits, contributions in aid of constructions or other pricing shall not be binding on NIPSCO if NIPSCO has not received an executed copy of this Agreement along with all deposits, contributions in aid of construction or other upfront amounts due under this Agreement within sixty (60) days of the Effective Date.
11. Customer is obligated to reimburse NIPSCO for all costs incurred to construct the Extension set forth this Agreement. To the extent any deposit, contribution in aid of construction, or guaranteed minimum margin obligation ("Adequate Assurance") does not cover all of the cost entitled to be recovered by NIPSCO to construct the Extension for any reason, then NIPSCO shall invoice Customer for such costs to construct the Extension less any amounts recovered by NIPSCO through Adequate Assurance previously provided. Customer shall pay such invoice within thirty (30) days of receipt of



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such invoice from NIPSCO. For avoidance of doubt, in the event Customer abandons the project that gives rise to the Extension and service is never provided through the Extension, Customer shall be liable for all costs incurred by NIPSCO to construct the Extension. In the event NIPSCO begins to provide service through Extension and then Customer abandons the development to which the service is provided, then Customer shall be liable up to fifty two percent (52%) of the costs estimated by NIPSCO to construct the Extension less any Adequate Assurance previously provided by the Customer.

12. Any payment obligation of either party arising pursuant to this Agreement shall survive the termination of this Agreement.
13. Customer may not assign this Agreement without express written consent from NIPSCO, which consent shall not be unreasonably withheld by NIPSCO.
14. **In the event that the Customer discontinues service at the Service Location or a meter is not operational at the Service Location within twelve (12) months of the Effective Date of this Agreement, this Agreement shall be terminated and any remainder of the guaranteed amount specified herein satisfied by Customer unless this Agreement is assigned pursuant to Item 11 of this Agreement to a successor Customer receiving service at the Service Location.**
15. With respect to Lot Numbers specified within Customer Premises, if Customer Premises are not fully developed by the end of the six (6) Contract Year, the remaining lots will be subject to a System Planning review and could impact the ability of NIPSCO to provide services
16. If any conflict arises between the language of this Agreement and the language of NIPSCO's approved tariffs, the language of the approved tariff shall prevail.
17. This Agreement contains the full and complete understanding of NIPSCO and Customer as to payment for the Extension and supersedes any prior understandings, commitments, agreements and authorizations, whether oral or written, regarding the Extension or payment therefore; no other representations or promises regarding the Extension, written or oral, shall survive the execution hereof. Any modifications hereto shall be in writing and duly executed by both parties. This Agreement shall not modify any obligation of Customer or NIPSCO under the applicable and presently effective provisions of NIPSCO's Tariff or any Service Agreement entered into between the parties for service to the Development.



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**NORTHERN INDIANA PUBLIC SERVICE COMPANY AGREEMENT FOR EXTENSION OF
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The parties agree to all terms and conditions set forth above. This Agreement shall be in full force and effect when signed by the authorized representatives of both parties.

CUSTOMER: TOWN OF MUNSTER

Signature _____ Date _____

(Printed Name of Signatory) James Marino

Title: _____

NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC, an Indiana Limited Liability Company

Agreement Originated By: RODNEY GOLSON/CE

Title: Project Engineer

Approved By _____ Date _____

(Printed Name) Ryan Hutnick

Title _____



EXHIBIT B

Requirements for Construction Commencement

• SITE READINESS POLICY

REV. 01.2.23

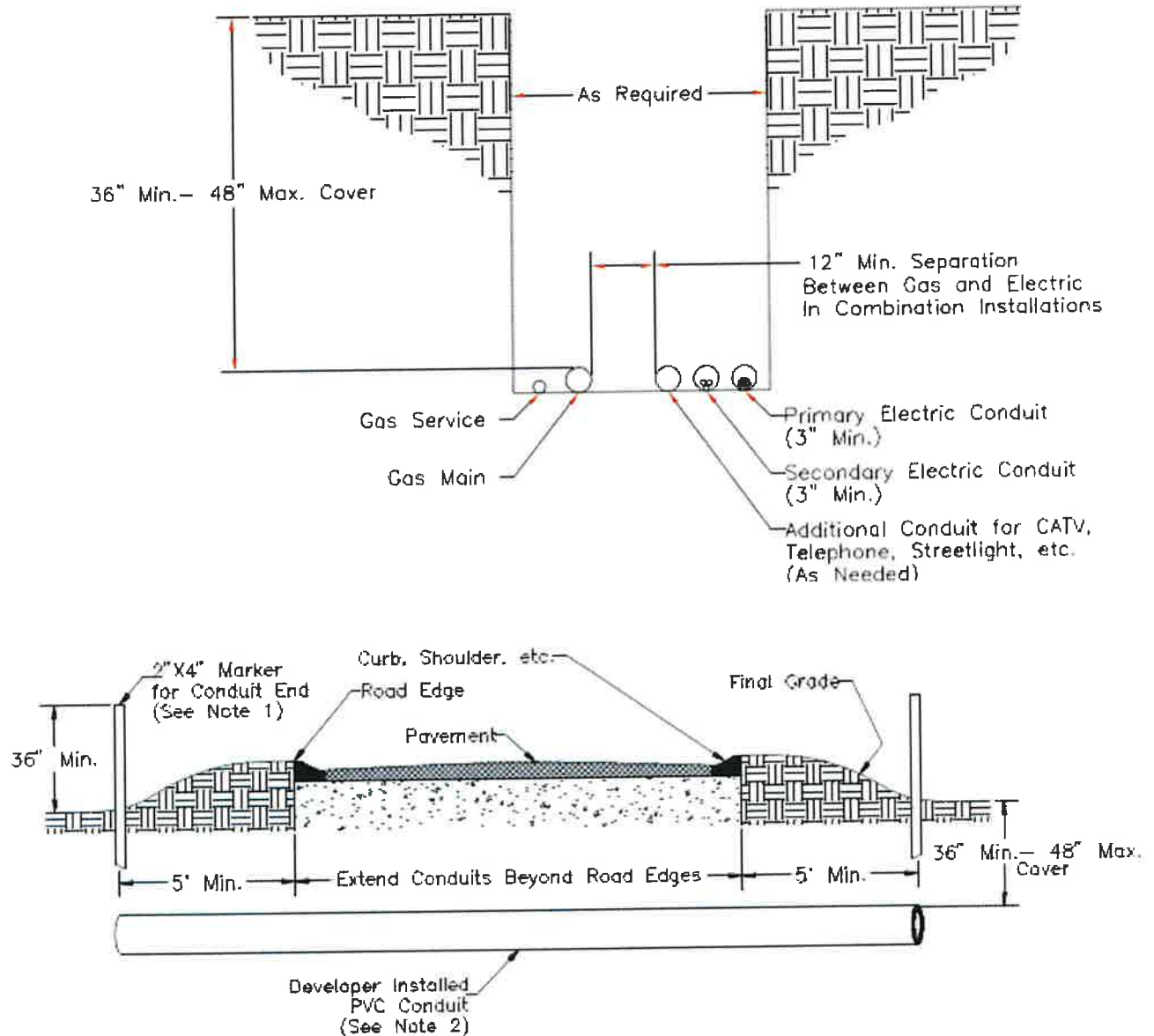
This list of specifications will assist with the efficient installation of gas and/or electric facilities and ensure compliance with the National Electric Codes & Standards adopted by the State of Indiana Administrative Code, as well as to maintain the Federal and Indiana Minimum Pipeline Safety Regulations.

These specifications apply only to the installation of Gas and/or Electric facilities by NIPSCO on Customer's site. Prior to NIPSCO's installation of gas and/or electric facilities at Customer's location, Customer/Contractor shall complete all the following items:

- (1) Installation of all non-NIPSCO facilities that are to be at a depth greater than 54" below established grade must be complete in those areas along the route where NIPSCO's facilities will be installed. Customer (or designated Contractor) assumes responsibility for moving any non-NIPSCO facilities if the move is necessary for the installation of NIPSCO's facilities.
- (2) All non-NIPSCO facilities that are to be below established grade up to a depth of 54" below grade, with the exception of storm sewers, shall not be installed prior to the installation of NIPSCO's facilities, unless expressly permitted in writing by NIPSCO, which consent shall not be unreasonably withheld. Non-NIPSCO Electric facilities may be installed before gas facilities are installed. In the event non-NIPSCO facilities are installed prior to NIPSCO facilities after receiving written permission from NIPSCO, Customer/Contractor assumes full responsibility for moving any facilities, including any costs incurred by Customer/Contractor, if the move is necessary for the installation of NIPSCO's facilities. In addition, Customer/Contractor is responsible for any additional costs incurred by NIPSCO if storm sewers are installed in a location other than what was shown on the site plans provided to NIPSCO.
- (3) Customer/Contractor shall establish final grade of the utility easement/route within +/- 6" of the grade shown in site plans provided to NIPSCO in the areas where NIPSCO facilities will be installed.
- (4) Customer/Contractor shall ensure that utility easements/routes are sufficiently drained, compacted, not part of detention/retention areas and that the final grade does not exceed 5/1 slope.
- (5) Customer/Contractor has located and marked all facilities that are not part of the One Call locate System (811), including Customer owned facilities. This includes all public & private, mechanical or electrical facilities. Customer/Contractor shall ensure that the utility easement/route is free of trees, brush, spoils, construction debris, or any other obstruction (including snow) and an eight (8) foot wide clear path is maintained from the easement to the service location.
- (6) Customer/Contractor shall stake the utility easement, lot lines, curbs, and sidewalks at the site, if applicable.
- (7) Customer/Contractor shall provide a plat drawing, if available, showing the location of all existing utilities. Unless another suitable location is approved by NIPSCO, Customer/Contractor shall ensure that residential electric and gas meters are located on the same side of the home and preferably within the front 1/3 to aid meter reading, testing and service, and to aid emergency response in the event of a fire or some other hazardous condition. Meters shall not be located on the back of the home.
- (8) If Residential Developers install conduit under road crossings, they shall supply and install all road crossings for electric and gas installation in accordance with NIPSCO design, safety requirements found in Gas standards GS 3010.074 and Electric standard ER 18-500. The below illustration shows typical installation.



TYPICAL INSTALLATION:

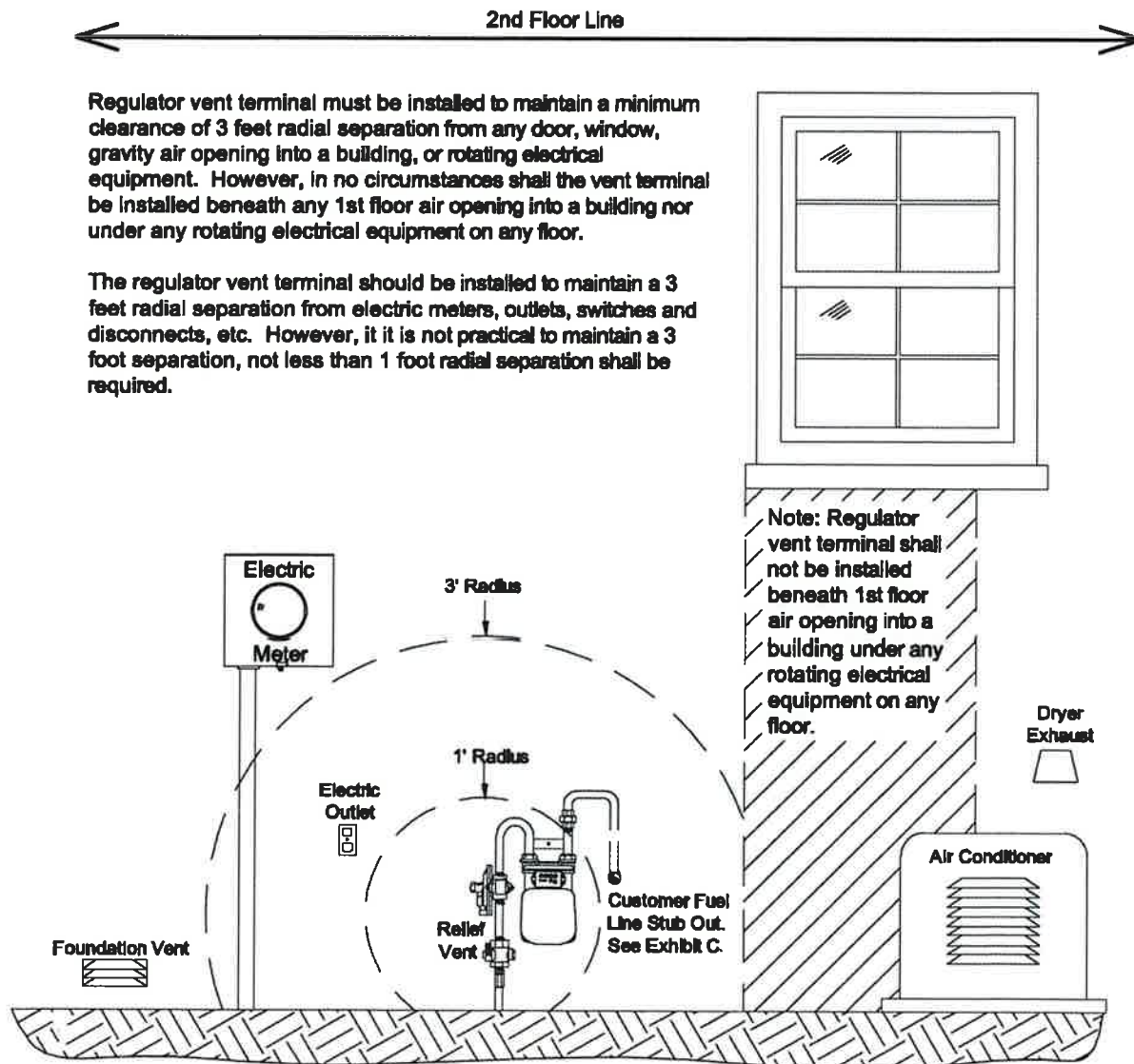


Note:

1. 2"x4" markers shall be installed in a manner as to prevent easy removal
2. All Electric conduits shall be gray electrical PVC, Schedule 40 or Type DB-120(NEMCA TC-8) Refer to ER 18-500
3. All gas conduits shall be PVC, Schedule 40 smooth ID and non-perforated (gray PVC shall not be used as conduit for gas pipelines). Ref GS 3010.074
4. All Gas conduits to have Gas Warning tape attached to the top of conduit

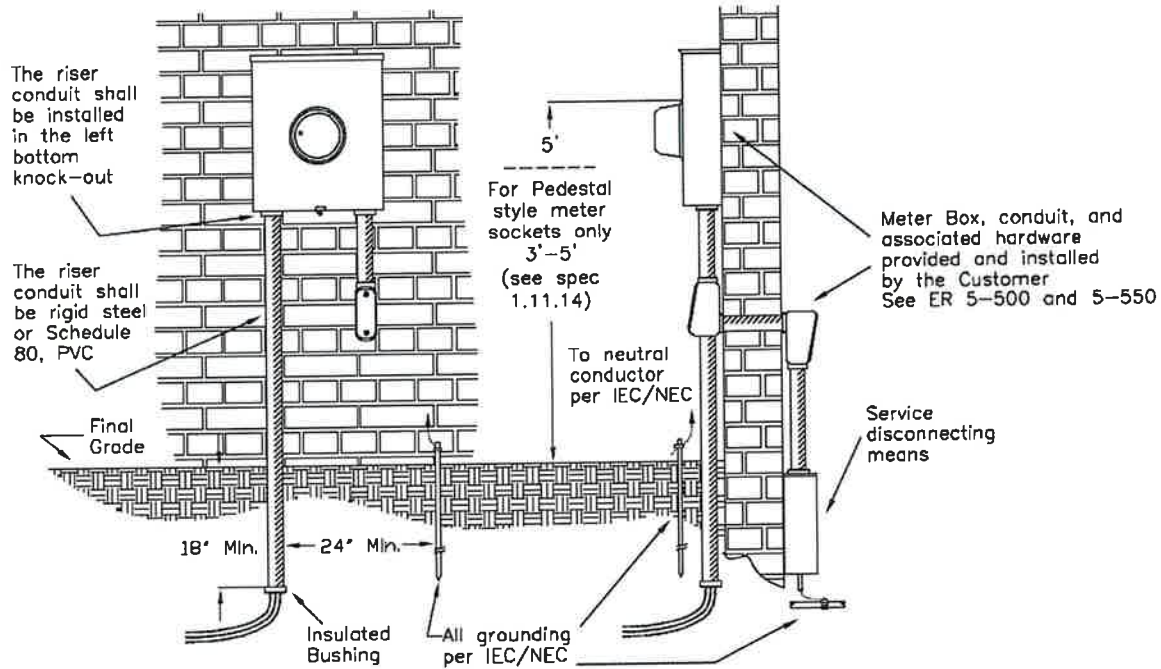


- (9) Customer/Contractor shall install conduit for services in compliance with NIPSCO Electric standards ER 19-285 Service – General.
- (10) Customer/Contractor shall locate the residential electric and gas meters so that the Service Line can be installed from the gas main in a perpendicular, continuous straight line to the meter location.
- (11) For Residential new construction gas services, Customer/Contractor shall stub a fuel line to the outside of the building in order to confirm service location prior to NIPSCO installation of the service line to the building. If Customer/Contractor extends the fuel line through concrete or masonry, including future masonry veneer, the fuel line must be encased in a protective sleeve with the space between sleeve and fuel line sealed.
- (12) Gas meter locations must comply with all NIPSCO safety requirements. The below drawing illustrates example of compliant gas meter locations:





- (13) Electric meter locations must comply with all NIPSCO safety requirements. The below drawing illustrates example of compliant electrical meter locations:



- (14) Customer/Contractor shall backfill with sand and compact on the foundation side where Gas or Electric meters will be located. Customer/ Contractor shall ensure that backfill (sand) will be installed from the drain tile to +/- 6" of final grade and compacted in 10"-12" layers.
- (15) The Customer/Contractor shall be financially responsible for any expenditure incurred by NIPSCO to modify its facilities due to Customer/Contractor's actions.
- (16) All required payments and/or contracts including necessary security deposits for service accounts have been received by NIPSCO.
- (17) All required permits have been obtained from local governing authorities to include but not limited to: Electric, Gas and Environmental.
- (18) All required inspections have been completed successfully and received by NIPSCO.
- (19) All building sites are subject to NIPSCO inspection to ensure compliance with NIPSCO Standards as well as state and local governing authorities.



Once all site readiness tasks have been completed and the customer is ready for service, customer should contact the NIPSCO New Business department at 844-809-8921.

The Customer/Contractor shall comply with the following requirements after completion of installation of NIPSCO facilities:

- (1) The Customer/Contractor shall ensure that final grade is maintained after completion of all construction. The Customer/Contractor shall reimburse NIPSCO for all costs associated with the relocation or redesign of gas and/or electric facilities deemed necessary due to alterations to final grade after NIPSCO's facilities have been installed.
- (2) Customer/Contractor shall be responsible for re-seeding/re-sodding property. To the extent that existing landscaping is in place, the Customer/Contractor has the right to install conduit to avoid disturbing the property. The trench will be backfilled and every effort will be made to leave the premises in a neat and presentable condition.
- (3) Customer/Contractor shall mark the building setback lines to prevent any over digs into the easement or any excavations close enough to cause an easement collapse or settlement. The integrity of the installed utility infrastructure must be protected during the entire construction period.



EXHIBIT C

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EXHIBIT D

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NBE-RG-10 45th Ave, Munster**PROJECT DESCRIPTION**

Install: 20' of #2 AL 1/C Pri Cable in
Nipsco Owned 3" Gray Sche 40 PVC Conduit
(1) 25 KVA PDMT XFRM 240/120V A ϕ

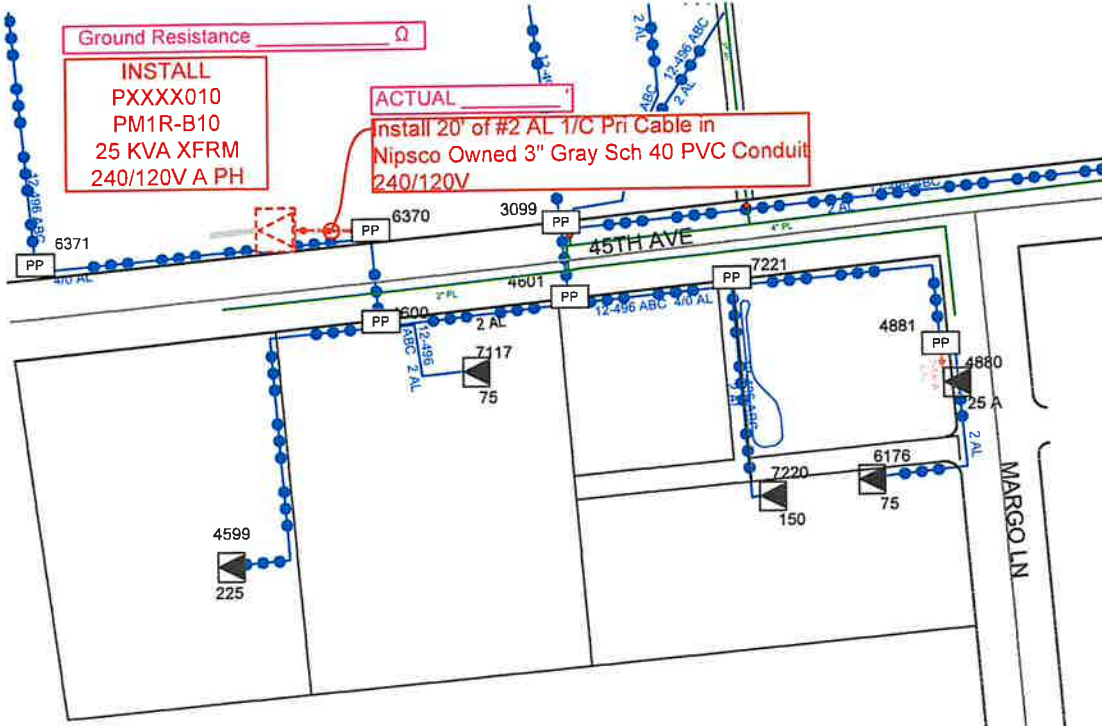
GENERAL INFO

-LOCATE ALL UNDERGROUND FACILITIES PRIOR TO ANY DIGGING.
-NOTIFY ENGINEER OF ANY CHANGES MADE TO THE DESIGN DURING CONSTRUCTION.
-Customer Contact: Stephen Shoekel (219) 836-6630

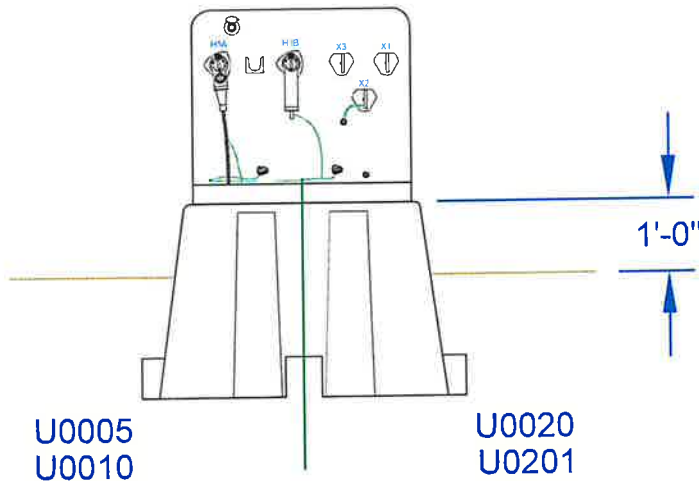
ALL GAS LINES SHOWN ARE FOR REFERENCE USE ONLY AND SHALL ONLY BE USED AS A SUPPLEMENTARY TOOL TO ASSIST DURING CONSTRUCTION. THOSE PERFORMING EXCAVATION WORK SHALL BE RESPONSIBLE FOR ENSURING PROPER LOCATES ARE COMPLETED

POTENTIAL SAFETY ISSUES AT JOB SITE

- ☐ CHILDREN AT PLAY (SCHOOL / PARK AREA)
- ☐ RESIDENTIAL AREA
- ☐ HIGH PEDESTRIAN TRAFFIC
- ☐ HIGH VEHICULAR TRAFFIC
- ☐ UNEVEN TERRAIN
- ☐ LIMITED SPACE FOR VEHICLE PARKING/MANEUVERING
- ☐ BURIED ELECTRIC/GAS IN VICINITY
- ☐ OTHER:

VICINITY MAP**LEGEND**

- EXIST / PROP 10 OVH
- EXIST / PROP 20 OVH
- EXIST / PROP 30 OVH
- EXIST / PROP 60 KV
- EXIST / PROP SECONDARY
- EXIST / PROP 10 URG
- EXIST / PROP 20 URG
- EXIST / PROP 30 URG
- CABLE TERMINATION
- CAPACITOR
- FUSE SINGLE SHOT
- FUSE SOLID BLADE
- FUSE TRIPLE SHOT
- GUY DOWN EXISTING
- GUY DOWN PROPOSED
- GUY EXISTING ADDITIONAL
- GUY PROPOSED ADDITIONAL
- OPEN POINT
- PROPOSED POLE
- CUSTOMER OWNED POLE
- NIPSCO OWNED POLE
- FOREIGN OWNED POLE
- RETIREMENT SYMBOL
- M PRIMARY METERING PADMOUNT
- M PRIMARY METERING POLE MOUNT
- PP PRIMARY PEDESTAL
- R RECLOSER
- R REGULATOR
- S SECONDARY PEDESTAL
- S SECTIONALIZER
- S STREET LIGHT
- SWITCH N.C. GROUND OPERATED
- SWITCH N.C. HOOK OPERATED
- SWITCH N.C. DISTRIBUTION AUTO
- SWITCH N.O. GROUND OPERATED
- SWITCH N.O. HOOK OPERATED
- SWITCH N.O. DISTRIBUTION AUTO
- XFRM POLE 10
- XFRM POLE 20 BANK
- XFRM POLE 30 BANK
- XFRM PADMOUNT

PM1R-B10

U0005
U0010

U0020
U0201

AS BUILT

ID#: _____ DATE: _____
SIGN: _____
COMPANY: _____



WO#:	NBE-RG-10 45th Ave, Munster	ENGR.: Rodney Golson	DRAWN: Rodney Golson	SCALE: NTS
M#: 4000061102		OFFICE:	E-MAIL: rgolson@nisource.com	
R.WO#:	LOCATION: 45th Ave & Margo Ln, Munster	CELL: (219) 302-8743	DATE: 01/24/25	NIPSCO DRAWING
SHEET: 1 of 1	COUNTY: Lake TOWNSHIP: North	TAXING UNIT: M29	APPROVED:	

Certificate Of Completion

Envelope Id: 663C8ED0-376B-43BE-B29A-B67E121D6827

Status: Sent

Subject: Please Review: NIPSCO Electric Commercial/Industrial 6 Year Contract

Source Envelope:

Document Pages: 13

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

Crystal Everett

AutoNav: Enabled

801 E 86th Ave

Envelopeld Stamping: Enabled

Merrillville, IN 46410

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

crystaleverett@nisource.com

IP Address: 199.48.5.2

Record Tracking

Status: Original

Holder: Crystal Everett

Location: DocuSign

9/18/2025 | 04:36 PM

crystaleverett@nisource.com

Signer Events

James Marino

jmarino@munster.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ryan Hutnick

rhutnick@nisource.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signature

Timestamp

Sent: 9/18/2025 | 07:56 PM

Viewed: 9/25/2025 | 09:53 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Ryan Hutnick

rhutnick@nisource.com

Manager, New Business

NIPSCO

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Status

VIEWED

Using IP Address: 24.12.36.221

Timestamp

Sent: 9/18/2025 | 04:41 PM

Viewed: 9/18/2025 | 07:56 PM

Completed: 9/18/2025 | 07:56 PM

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

CNB

cnb@nisource.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
James Marino jmarino@munster.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/18/2025 04:41 PM

Payment Events	Status	Timestamps
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