

STATE OF INDIANA

INDIANA UTILITY REGULATORY COMMISSION

INVESTIGATION BY THE INDIANA UTILITY )  
REGULATORY COMMISSION, UNDER IC §§ 8-1- )  
2-58 AND 59, TO INVESTIGATION ELECTRIC )  
UTILITY TREE-TRIMMING PRACTICES AND )  
TARIFFS RELATING TO SERVICE QUALITY IN ) CAUSE NO. 43663  
THE STATE OF INDIANA. )  
RESPONDENTS: ALL INDIANA )  
JURISDICTIONAL ELECTRIC UTILITIES )

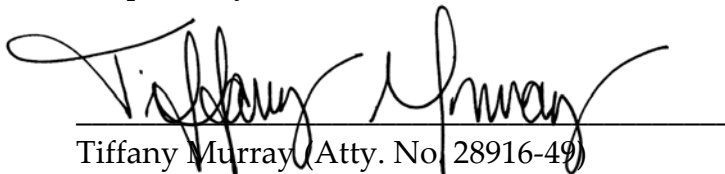
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COMPLIANCE FILING – ANNUAL REPORT

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In compliance with Paragraph 9 of the Indiana Utility Regulatory Commission’s November 30, 2010 Order in this Cause, Northern Indiana Public Service Company LLC, by counsel, hereby files its 2024 Vegetation Management Report.

Respectfully submitted,



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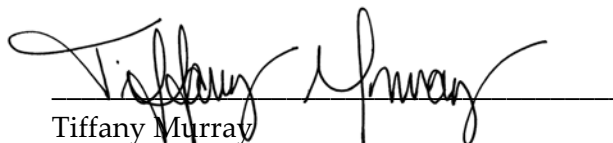
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Dated this 31<sup>st</sup> day of March, 2025.

  
Tiffany Murray

**Northern Indiana Public Service Company LLC**  
**2024 Vegetation Management Report**  
**Cause No. 43663**

**1. Vegetation Management Expenditures**

<b>Vegetation Management Function</b>	<b>Budget* 2024</b>	<b>Actual* ** 2024</b>
<b>O&amp;M Expense to Maintain Transmission ROWs</b>	\$2,213,000.00	\$2,066,492.09
<b>O&amp;M Expense for Distribution Line Clearance:</b>	\$21,238,822.72	\$25,139,019.19
<b>O&amp;M Expense for Other Electric VM Activities (Program Management, Weed Control, etc.):</b>	\$1,272,896.00	\$1,350,646.87
<b>Total</b>	<b>\$24,724,718.72</b>	<b>\$28,556,158.15</b>

\*Source of data is NIPSCO CBS Budget System.

\*\* Vegetation Management was allocated additional funds during Q3 and Q4 2024.

**2. Customer Complaints Related to Tree Trimming**

There were 693 total vegetation management related entries placed to NIPSCO's call center in 2024. For customer concerns received internally, NIPSCO reviewed all 693 entries logged in 2024 in its Customer Issues Database:

<b>Type of Call</b>	<b>Number of Calls</b>
Non-NIPSCO Forestry Call/Unknown Calls	16
Tree Contractor Property Damage Concern	69
Tree Work Concern	155
Tree Work Inquiry	439
Request for Wood Chips	14
<b>Total</b>	<b>693</b>

Of the 693 customer calls received in all categories, zero were deemed complaints, as none of the complaints were escalated to management for resolution. According to NIPSCO procedure, after each of the 693 customer calls, NIPSCO contacted the customer to discuss his or her concern. In all instances, NIPSCO resolved the concern by either reaching an agreement with the customer or by providing an explanation to the customer of why his or her request could not be fulfilled (e.g. customer complained about trees that were not on his or her property, customer's request did not comport with a written work permit granted to NIPSCO by the customer, customer requested NIPSCO to trim or remove trees that were not near NIPSCO's facilities, customer

complained about trees interfering with telephone or cable lines). Upon resolution, the entry was closed by NIPSCO.

There were seven vegetation management related complaints filed with the Indiana Utility Regulatory Commission's Consumer Affairs Division ("CAD") in 2024, involving NIPSCO Forestry Operations. NIPSCO Forestry staff contacted the customer and resolved the issues. 1 complaint, Case 138021, was ruled substantiated but was later resolved by the tree trimming contractor (after the ruling).

- Case 137835 (6/20/2024): Filed under "Tree Trimming-Electric" and "Rules and Regulations" categories. On 9/25/2024, the CAD determined that the complaint was unsubstantiated.
- Case 138021 (7/24/2024): Filed under "Tree Trimming-Electric" and "Utility Easement" categories. On 10/3/2024 the CAD determined the complaint was substantiated.
- Case 138076 (8/6/2024): Filed under "Tree Trimming-Electric" and "Rules and Regulations" categories. On 8/23/2024 the CAD determined the complaint was unsubstantiated.
- Case 138167 (8/24/2024): Filed under "Tree Trimming-Electric" and "Rules and Regulations" categories. On 10/2/2024 the CAD determined the complaint was unsubstantiated.
- Case 138274 (9/27/2024): Filed under "Tree Trimming-Electric" and "Compensation" categories. On 10/22/2024 the CAD determined the complaint was unsubstantiated.
- Case 138474 (11/8/2024): Filed under "Tree Trimming-Electric" and "Compensation" categories. On 2/11/2025 the CAD determined the complaint was unsubstantiated.
- Case 138605 (11/26/2024): Filed under "Tree Trimming-Electric" and "Rules and Regulations" categories. This complaint is still pending.

**2024 Tree Trim-Related Complaints Received by NIPSCO  
from the Customer Call Center**

Resolution of Complaint	Total Complaints	Tree Work Complaints	Tree Contractor Property Damage Complaints	Outage/Reliability Complaints
Customer was contacted by NIPSCO after Customer's Initial Call	7	5	2	0
Complaint was Resolved: Either an agreement between Customer and NIPSCO was reached or NIPSCO provided an explanation of why Customer's request could not be fulfilled	6	4	2	0
Complaint was Closed by NIPSCO	0	0	0	0
In-Progress-NIPSCO still in communication with Customer	1	1	0	0
Complaint Filed with IURC Consumer Affairs Division	7	5	2	0

**3. Tree Related Outages as a Percentage of Total Outages\*\***

Tree related outages equal 25.37% of total outages in 2024 when major event days\* are included. (3,853 Tree Related Outages vs. 15,189 Total Outages)

Tree related outages equal 22.86% of total outages in 2024 when major event days\* are excluded. (2,936 Tree Outages vs. 12,841 Total Outages)

\* NIPSCO defines “major event days” in accordance with the Institute of Electrical and Electronics Engineers (“IEEE”) Standard 1366, “*IEEE Guide for Electric Power Distribution Reliability Indices*.”

\*\*Source of data is NIPSCO Outage Reporting System

**4. Vegetation Management Program**

The NIPSCO Distribution Vegetation Management Program Specifications are attached for reference.

## **EXHIBIT A**

### **SCOPE OF WORK**

#### **A. DESCRIPTION OF WORK**

As required by Owner, Supplier shall furnish all labor, supervision, equipment, tools, materials, transportation, and services for; and shall do every act necessary to construct, erect, install and/or perform and finish the Work as herein specified.

All work shall be performed strictly in accordance with and without deviation from: a. the specifications outlined by the Owner; b. the requirements of the Owner's Gas or Electric Standards; c. All applicable federal, tribal, state, local, municipal and county codes and regulations for the work being performed, and d. the manufacturer's instructions.

Before commencement of Work, Owner and Supplier will define and mutually agree upon a communication plan and single point of contact for each party as it pertains to each project. Any proposed deviations from specifications referenced herein shall be proposed by the Supplier in writing to the agreed upon point of contact prior to the commencement of Work for review.

The Supplier shall be liable for all fines incurred for failure to comply with specifications, requirements, codes, regulations, or permits. Supplier shall also be liable for the cost of all reworks necessary as a result of failure to comply. Supplier shall not proceed with or implement any changes related to the work without the prior written approval of Owner.

Owner reserves the right to perform any work under this document with its own crews or with other outside firms should the necessity arise in its sole judgement.

#### **B. TECHNICAL SPECIFICATIONS**

The NIPSCO Forestry and Integrated Vegetation Management Program's primary goal is to perform vegetation management practices safely in a cost-effective manner to support safe and reliable utility services. This is accomplished through thoughtful planning and identification of incompatible woody vegetation and implementation of site-specific management activities that control undesirable species. This maintenance work is performed cyclically, with plans adjusting as site conditions change and improve over time.

By consistently performing this work to industry standards, vegetation is kept clear of NIPSCO lines and facilities, and service interruptions are minimized.

All Work shall be performed according to the following standards and regulations in effect on the date of this document:

- Contractor Health Safety & Environmental Manual
- Work Zone Protection Policy
- OSHA Standard 29 Code of Federal Regulations (CFR) 1910.269 (a)(1)(i)(E)
- National Electrical Safety Code (NESC)
- NIPSCO Annual Transmission Vegetation Management Program
- Indiana Utilities Regulatory Commission (IURC) – rule 9 Vegetation Management Standards.
- North American Electric Reliability Corporation (NERC) where applicable
  - For transmission work, FAC003-5
- ANSI Z133 Standard
- ANSI A300 Standard
- Pruning Trees Near Electrical Utility Lines – A Field Pocket Guide for Qualified Line-Clearance Tree Workers by Dr. Alex L. Shigo

In the event where NIPSCO Supplier requirements differ from industry standards, the more stringent of the two requirements or standards is to be followed.

#### **Climbing Spurs**

Climbing spurs should be used only when there is no other safe and practical method for climbing the tree. Exceptions may also be made if the bark is thick enough to prevent damage to underlying tissues, or if the tree is in a remote or rural area. Whenever possible, climbers are discouraged from using spurs. Any instances that meet these guidelines still require review and approval by the local Forestry Supervisor before proceeding.

#### **Clearing, Stump Grinding & Wood Chips**

Unless otherwise specified by NIPSCO Forestry, all clearing shall be as close to the ground as the topography and type of soil will allow, with a maximum remaining height of three inches for brush stubs and tree stumps. Supplier is responsible for requesting locates

of underground utilities before any stump grinding. When requested by Owner, stump grinding that takes place in maintained areas will be immediately followed by site restoration and clean up. This includes grading, removal of grindings, top soil and grass seed placement. NIPSCO reserves the right to divert an unspecified amount of wood chips generated from tree operations for use by residential, commercial, and communities upon request within the NIPSCO service territory.

### Use of Herbicides

The below requirements are to be followed unless otherwise outlined by NIPSCO Forestry.

The application of approved herbicides should be performed with the goal of reducing the presence of undesirable woody vegetation in order to provide access to NIPSCO facilities and protect power lines from interference. This Work is done in conjunction with a variety of clearing methods, including hand cutting and mowing and is most effective when stumps are treated immediately upon removal.

In instances of drift, off-target chemical damage, the Supplier's damage claim procedure shall be followed. This includes NIPSCO owned properties, easements, and rights of ways.

Supplier shall achieve **90%** control of target woody vegetation during the project period. Submission of an herbicide plan for each project must be submitted and approved by NIPSCO Forestry Supervisor prior to the beginning of work for each project. This plan shall include:

- Type of herbicide
- Dates and methods of application
- Copy of the herbicide log after each application
- Crew members to perform application & credentials and,
- Any other pertinent information.

Herbicide plans must also include dates and information for any subsequent applications that may be required if 90% control is not reached following the initial application. Supplier is expected to achieve 90% control of woody vegetation within 2 growing seasons.

- **Initial Herbicide Application:** It is NIPSCO Forestry's expectation that the initial herbicide application on the freshly cut surface of any brush or deciduous tree of any size takes place within 30 minutes of the removal. This is to be done regardless of the weather or season. A wick applicator or backpack sprayer shall be used to apply herbicide to hand cut stumps. Application must be done with low pressure to reduce the potential of collateral damage to desirable vegetation.
- **Follow Up Herbicide Applications:** Any target woody species from the pre-existing condition remaining in the identified area may require follow-up herbicide applications to achieve required percentage of control. There shall be a foliar application of approved herbicide to any regrowth or remaining live target woody vegetation during the following growing season. The Supplier shall initiate the regrowth herbicide application when the vegetation displays foliar regrowth. This typically occurs between April 15 and September 15. The application must be done to completion during this growth period and requires a Quality Control Audit. If, depending on site conditions, better control may be achieved, NIPSCO Forestry may approve accelerating or delaying the final resprout treatment application. The Supplier and NIPSCO Forestry Supervisor will confer no later than April 1 to determine actual application period.

Should the Supplier fail to achieve removal goals within the application period, the Supplier will be required to repeat this treatment process on target woody vegetation before September 15 of the first resprout treatment year. The same low pressure technique is to be used for resprout treatment as initial and follow-up treatments.

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A sample Herbicide schedule is as follows:

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
YEAR 1	FIRST SPRAY <i>(January-March)</i>				1 <sup>ST</sup> QC	SECOND SPRAY <i>(June-Mid-September)</i>			2 <sup>ND</sup> QC			
YEAR 2					THIRD SPRAY <i>(May-Mid September)</i>				3 <sup>RD</sup> QC			
YEAR 1				FIRST SPRAY <i>(April-Mid September)</i>								
YEAR 2					1 <sup>ST</sup> QC	SECOND SPRAY <i>(June-Mid-September)</i>			2 <sup>nd</sup> QC			
YEAR 1									FIRST SPRAY <i>(Mid-September-December)</i>			
YEAR 2					1 <sup>ST</sup> QC	SECOND SPRAY <i>(June-Mid-September)</i>			2 <sup>nd</sup> QC			
YEAR 3				THIRD SPRAY <i>(April-Mid-September)</i>					3 <sup>rd</sup> QC			

NOTE: In instances where “hand cut and treat brush” is identified on the project plan but mowing the area is a better option, the tree crew shall get the customer’s permission to mow, set expectations and explain what the outcome of the work will be. If permission is given, Supplier shall notify the Forestry Supervisor. The Supplier will also be expected to update and submit the herbicide plan for the project to include follow-up foliar treatment (cut stubble treatment) during the next growing season as outlined in the herbicide schedule. Whenever possible, these changes should take place prior to beginning work on the project-when riding out and planning for circuit maintenance. Owner and Supplier may mutually agree to adjust pricing if units have changed from hand cut to mowing.

a. Electric Line Clearance Guidelines

Type	Open Wire Secondary	7.2 kV Single phase	12.5 kV Three phase	34-69 kV	138 kV Roadside	138 kV ROW/Easement	345 kV	765 kV
Under	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>	<b>35</b>	<b>40</b>	<b>45</b>	<b>65</b>
Over	<b>10</b>	<b>15</b>	<b>20</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
Side	<b>10</b>	<b>15</b>	<b>20</b>	<b>25</b>	<b>35</b>	<b>40</b>	<b>45</b>	<b>65</b>

*NIPSCO Forestry only trims service lines on an as-needed basis for minimal clearance.*

Directional pruning shall be used to encourage growth away from the specified clearance area and to develop compatible and stable structure.

When determining appropriate Electric Line Clearances, Supplier shall trim with consideration given to the following:

- Public safety
- Surrounding facilities: public parks, schools, playground areas or areas where children may climb trees
- Dead or declining trees or branches
- Leaning trees
- Conductor sag
- Swaying trees or limbs
- Site conditions
- Tree species: growth rate, wood strength

Many of the right-of-ways (ROWs) that are maintained within the NIPSCO footprint allow for additional vegetation clearance than what is outlined in the Electric Line Clearance Guidelines. Trimming/Clearing specifications will be detailed for all Vegetation Management crews on the all work detailed and notified by a Planner and Related Maps Project Plan (“Project Plan”).

Any changes in the work that deviate from the Project Plan must have documented permission of the property owner and area Forester.

Unless prior arrangements are made, electrical power circuits shall remain energized during the performance of this work. NIPSCO Forestry shall always be informed of Tree Crew locations. If, in the opinion of the General Foreman, the performance of any part of this Work poses an excessive danger to personnel, the Supplier shall cease Work and notify the Forestry Supervisor.

### **Hazard Tree Mitigation**

Structural defects, dead, diseased, dying or other variables likely to cause failure in whole or in part which could impact NIPSCO-owned facilities should be considered hazard trees and reasonable measures should be taken to address or mitigate – reach out to Forestry Supervisor when issues arise.

### **Complaint Resolution**

Supplier shall certify that complaints of any nature received from property owners or public authorities resulting from work performed will receive immediate attention and all efforts will be made to affect a prompt adjustment. All complaints, and any action taken by Supplier in connection with such complaints, shall be reported to Forestry Supervisor within 24 hours. Supplier will be responsible for the quality of the Work and to resolve any customer complaints in a timely manner and at the cost of Supplier.

### **Clearance for Transmission Lines**

In instances where tree trimming is planned but removal is deemed necessary due to the condition of the tree, trees on or off the rights-of-way can be pruned or removed as necessary, and as legally permissible, to reduce risk to transmission facilities.

- **Electric Clearance Guidelines**

All NIPSCO 138kV, 345 kV and 765 kV overhead transmission lines are included in the transmission program. NIPSCO's electric transmission system includes 1,309 circuit miles and covers approximately 18,966 acres of land of which approximately 3,958 acres require vegetation management. These transmission lines serve a customer base of more than 450,000 in Northern Indiana. NIPSCO's 1,309 138kV, 345kV, and 765kV transmission structure miles are located in the counties of Lake, Porter, LaPorte, St. Joseph, Elkhart, LaGrange, Steuben, Newton, Jasper, Starke, Marshall, Kosciusko, Pulaski, White, Carroll, and Noble. The overall goal is to maintain all lines on a four (4) to six (6) year cycle to be maintained using principles of Integrated Vegetation Management (IVM). While the NIPSCO Clearance at Time of Maintenance distances represent the optimal distance between vegetation and the conductor at the time of maintenance, it is acknowledged that easement and/or other constraints may occasionally limit NIPSCO's ability to achieve these clearances on every site. On a site-by-site basis, easement or environmental restrictions, and landowner or public constraints may limit the actual clearances that can be achieved. Easement restrictions include factors such as ROW width, removal rights versus pruning only restrictions, off ROW hazard tree rights, etc. Environmental constraints include sensitive environmental or public resources, such as forest preserves, parks, public water supplies, and other sensitive resources.

- **Gas Clearance Guidelines**

NIPSCO is reclaiming all Gas Transmission and High Pressure (HP) Distribution easements and maintaining the gas easements which have been reclaimed. These gas pipelines are patrolled by air several times per year. It is important these easements remain free of woody vegetation for the safety, reliability, and integrity of the gas pipelines.

Many of the reclamation locations include large tree removals. All trees and brush shall be removed from these easements and tree canopies overhanging these easements shall be pruned clear of the easement area. All Work assigned to the Vegetation Management group will include a brief description of easement rights and width as well as the prescribed tree Work by a Work planner. The gas pipeline will be marked and clearing widths will be described based on the location of the gas pipeline.

- **Property Access & Permissions**

Utility easement widths and vegetation rights vary across property boundaries. Project Plans will include a brief description of the easement and work allowed on individual properties. Work as detailed within the Project Plan shall be followed and a basic understanding of easements and easement rights is expected for all Vegetation Management crews.

Property owners shall be contacted before entering private property. If there is not direct access to the worksite, Supplier shall request specific route and instructions from property owners including the locations of underground utilities. Supplier shall use appropriate caution accessing properties. Any damage resulting from the Supplier accessing a property, including fence repair, crop damage, and site restoration, is solely the responsibility of the Supplier.

### C. Permits

Supplier shall have, or will procure, and obtain all necessary federal, tribal, state, county, township, municipal, or other permits of a temporary nature required to perform work.

Owner will provide all rights-of-way, easements, licenses, and permits of a permanent nature.

Supplier shall comply with all restrictions, special conditions, and arrangements set forth by these permits. Should work be at variance with restrictions, Supplier shall notify NIPSCO and a Change Order will be executed.

Some NIPSCO projects may require an Environmental Compliance Plan (ECP). For those projects, the Supplier is required to follow all environmental requirements identified within the ECP.

### D. Work Site Conditions

The premises shall be kept in a clean and orderly condition by the Supplier. At no time shall any accumulation of debris be allowed on the site or be able to spread during windy conditions. The Supplier shall keep all debris away from the site and properly dispose of. At no time shall any material, equipment or tools be placed in such manner as to prevent the usual usage of the premises by the Owner or without permission. At the conclusion of work for the day, the premises shall be restored as originally found by the Supplier.

Any debris generated by tree clearing is the sole responsibility of the Supplier unless otherwise specified on the Project Plan and shall not obstruct roads, paths or waterways during maintenance or emergency tree clearing operations. Per IURC regulations, all debris must be cleared by Supplier within 3 calendar days, with the exception of storm or emergency restoration debris.

### E. Public Relations

As representatives of NIPSCO, Suppliers are required to wear uniform shirts & pants provided by the Supplier with Supplier's name embossed and visible in addition to photo badges. Uniforms shall be in good condition and be worn throughout the duration of NIPSCO project. This requirement applies to all PPE, vehicles, and equipment. Failure to comply with these appearance standards may result in removal from NIPSCO worksite.

Suppliers working on public and private rights-of-ways and properties and shall conduct themselves in a professional and respectful manner to avoid customer complaints. Any interaction with NIPSCO customers during day-to-day operations requires Supplier to communicate effectively to customers that they are contracted by NIPSCO, the company they work for, and the work being performed.

Prior to starting work the Tree Crew Foreperson or General Foreperson shall make every effort to notify property owners that work is beginning. If customer is unavailable, work shall proceed as planned. In situations where customers prevent tree crew activities from achieving line clearance guidelines at a minimum, the General Foreperson is expected to make every attempt to contact the property owner as soon as possible to resolve any conflict. These interactions shall be reported to the NIPSCO Forestry Supervisor within 48 hours whether a resolution is made or not. The Forestry Supervisor will advise on next steps and appropriate action.

Supplier shall not perform or solicit any type of private tree trimming work while actively engaged in performing Work for NIPSCO under this agreement.

## EXHIBIT B

### TREE CREW REQUIREMENTS

The following applies to all Contracted Tree Crews working on NIPSCO projects.

#### A. DOCUMENTS AND RECORDS

Upon request, Supplier will be required to provide Owner the following documents within an agreed upon timeframe:

- Indiana State Highway Tree Trimming Permits
- Project Specific Permits
- Safety Data Sheets & Herbicide Labels
- NIPSCO Contract Specifications
- Supplier's Safety Policy & Manual
- Supplier's Safety and Training Programs
- Supplier's Damage Claim Procedure
- Site-Specific Safety Plan (for Gas Major Projects)
- Supplier's DOT Operator Qualification Program
- Supplier-performed Safety Inspection Documentation
- Training Completion Documentation
- Tree Crew or operator licenses
- Tree Crew roster & availability for emergency and/or storm work
- Cost estimates

Each Supplier employee shall always have a company-issued photo identification card on their person when performing Work on NIPSCO property.

#### B. REPORTING AND COORDINATION WITH NIPSCO FORESTRY

In addition to providing necessary tree crews and equipment, Supplier shall provide supervision and support to these crews. Each tree crew shall have a General Foreperson (GF) who will serve as the primary point of contact for NIPSCO Forestry Supervisors. Each GF is expected to have a supervisor or manager report within 45 minutes in the event of emergency or incident. In the event that a supervisor or manager is scheduled to be unavailable, Supplier shall have back-up point of contact assigned and the NIPSCO Forester is to be informed. At a minimum, all tree crew GFs shall provide the following reports in the format and frequency requested by Forestry Supervisors as listed:

Daily	Weekly	Monthly	Quarterly
- Crew locations & makeup - Planned activities - Any emergent callout logs	- Work progress percentages - Crew timesheets - Tentative weekly plan	- Standby crew rotation - KPI and performance updates	- Tier II reporting - Training Plans

Suppliers are responsible for notifying Forestry Supervisors and keeping any requested logs (i.e. SmartSheet) updated with any crew member, pullout location, and changes in contact information. If crew classification and equipment makeup differ on any project from the Award Letter Agreement, Forestry Supervisors must be notified before changes take effect.

The Supplier shall report as soon as possible to the Forestry Supervisor any injuries, accidents, property damage, line outages, or other incidents that arise during work.

#### C. WORK HOURS AND TIMEKEEPING

**Straight Time (ST):** Tree Crew normal work hours are 8 hours per day, Monday through Friday. Daily start and end times are to be established for individual crews by the General Foreman and approved by the area Forestry Supervisor. Any change approval request must be made prior to beginning work.

**Overtime Rate (OT):** All work performed over the established straight time hours per day or over 40 hours per week. Rate should only be applied to labor elements. All Overtime Hours must be approved by the Forester.

**Double Time Rate (DT):** All Work performed on Sunday or major holidays, as observed by Owner, will be paid at the double time rate. Rate should only be applied to labor elements. All Double Time hours must be approved by the Forester.

Any paid holidays observed by both NiSource and the Supplier will be taken on the same day NiSource observes the holiday. Only emergency or storm callouts are allowable reasons to report to work on these days.

Before releasing crews due to inclement weather, the General Foreperson will get approval from the Forester before ending the Work day. All make-up time shall be at straight-time rates and coordinated with the Forester. Working in advance of inclement weather or downtime (banking) is prohibited.

Weekly invoice and timesheet submittal shall be an accurate representation of hours worked. Failure to submit correct timesheets by the agreed-upon deadline will be reflected on KPI scoring and will require immediate corrective action and the Supplier shall be responsible for removing any employee found to be submitting falsified timesheets.

#### **D. STORM AND EMERGENCY AVAILABILITY**

Supplier shall make available its crews for emergency work as requested by NIPSCO. This may include days, nights, weekends, holidays, or during times of severe weather. Supplier shall furnish a crew roster upon request. NIPSCO requires all points of contact for these instances to carry a cell phone at the Supplier's expense.

During emergencies, restoration of service is of utmost importance. No non-emergent tree work is to be performed during Storms. Debris remaining after completion of emergency work shall not block waterways, sidewalks, driveways, ditches, or road rights of ways.

Any work performed during emergencies shall be kept on a log by Supplier. The log must include Event number, Site Contact (usually lineperson), Location of work, Work performed, Start and End Time, Any known hazards, and other job or reference numbers. Upon completion of assignments, Tree Crews are to contact either the General Foreman, Electric System & Service Operations (ESSO), or Standby Forestry Supervisor for next assignment before leaving the present jobsite. Work assignments during storms or emergencies are only to come from the point of contact as assigned by the Standby Forestry Supervisor or ESSO.

For extended storm events or emergencies, a work rotation shall be established for Tree Crews of a 16 hours on/8 hours rest time schedule.

#### **E. WORKMANSHIP AND SUPPLIER PERFORMANCE**

NIPSCO will periodically review and provide feedback on crew performance based on quality of work, clearances obtained, safety and public relations. All Supplier GFs are required to attend regular progress meetings with NIPSCO Forestry to discuss and evaluate performance, review crew evaluations, receive and share information on future work locations, and discuss any problems in completing the work as identified in these and project documents. These Key Performance Indicator (KPI) Review meetings will be conducted on a monthly basis. During this time, performance will be measured using standardized scoring. These meetings may be used as a reference for tracking and assigning corrective actions, setting deadlines, and measuring productivity.

#### **Unauthorized Private Work**

Under no circumstances shall the Supplier's employees solicit or accept payment for services rendered or products resulting from NIPSCO electric line clearance work. Under no circumstances shall the Supplier's employees solicit or price their own individual private work side jobs during hours billable to NIPSCO. The Supplier shall be responsible for removing any employee found to be in violation of these provisions.

#### **F. VEHICLE AND EQUIPMENT REQUIREMENTS**

All equipment and lights used for NIPSCO projects shall meet or exceed all current applicable DOT standards. A list of the Supplier's equipment to be utilized for work on NIPSCO project or available to be used for work shall be identified on the Equipment Roster form. The Equipment Roster shall include any specialized tools or equipment available for use on NIPSCO projects, as well as the anticipated lead time, if any, for this equipment to be available onsite.

Vehicles or equipment used for any Work, including the chipper, shall not be more than five years old.

All tools and equipment used on NIPSCO projects shall be in accordance with industry standards. Equipment shall be operated by appropriately qualified and licensed operators according to DOT regulations. All equipment on NIPSCO projects is expected to be fully operational, maintained and in neat and clean appearance. No vehicle repairs are to take place on NIPSCO property, and no routine maintenance is to be performed during work hours.

All mobile equipment used on NIPSCO Projects shall be equipped with a functioning back-up alarm and should utilize a spotter when available.

Supplier is expected to be prepared to repair or replace any defective equipment within a reasonable time. If a piece of equipment is not functional for its intended purpose, NIPSCO shall not be charged for any down time.

All vehicles working on NIPSCO property shall have GPS enabled with access provided to Forestry Supervisor(s) – GPS access must be kept updated as vehicles are moved on and off property.

#### G. TREE CREW CLASSIFICATIONS

All tree crews shall comply with the tree crew classifications identified in Exhibit J prior to performing Work.

Crew size, structure, equipment, and the need for any additional crews under this contract will be mutually agreed upon by Owner and Supplier. These decisions will be based upon the provided Project Plan and/or work to be performed. All crew personnel working on NIPSCO projects shall be fit for duty, adequately trained and experienced in performing high-quality work, and competent to perform the Work assigned to them with no work restrictions. Any new personnel working on NIPSCO properties shall be working under the supervision of a Qualified Employee as defined by OSHA. The Supplier shall provide certification prior to beginning work on any project stating that each crew member has obtained the necessary training to meet the qualifications for their positions. Any pertinent documentation supporting a crew member's classification shall be provided by the Supplier upon request. NIPSCO or a representative will periodically review and evaluate crew performance based on quality of work, clearances obtained, safety and public relations.

If Supplier has forty (40) or more personnel on-site, Supplier is required to provide at a minimum of one (1) full time Safety Supervisor on NIPSCO property during working hours. The Safety Supervisor is required to be local to the NIPSCO region and/or within 45 minutes of jobsite.

In the event of an absence, the Supplier's General Foreperson (GF) shall temporarily be replaced by another GF, with Owner's approval, and provide the NIPSCO Forestry Supervisor with contact information. All GFs shall have reliable technology and internet access in order to ensure adequate coverage and responsiveness for all crews.

#### H. TRAINING REQUIREMENTS

Aerial Rescue and CPR/First Aid training, as well as TCIA or equivalent EHAP training shall be required within 6 weeks for all Supplier new hires and shall be renewed annually. These trainings are to be made available by the Supplier throughout the year for any newly hired employees and documentation shall be provided to NIPSCO upon completion in the requested format.

The Supplier shall hold four full eight (8) hour training days per year related to job safety and building job-related skills. The content of these training days should be of sufficient quality as to qualify for relevant continuing education credits. NIPSCO will pay the labor expenses for half (4 hours) of the training days. Supplier will pay all other expenses related to the trainings. These training days must be included on the Quarterly Training Plan.

Before beginning Work, Supplier shall submit to NIPSCO Forestry Supervisor a Quarterly Training Plan by the 15<sup>th</sup> of the last month of the previous quarter for review and approval. The Quarterly Training Plan shall include topics, agendas, dates, speakers, and employees scheduled to attend each training made available to employees throughout the year.

The Quarterly Training Plan shall include current Tree Crew members and any necessary credentials, re-testing, certification expirations, and necessary training throughout the calendar year. Any changes or amendments to the approved Quarterly Training Plan are to be approved by the NIPSCO Forestry Supervisor before being finalized or implemented.

#### Tree Line USA Requirements for Supplier Trainings

NIPSCO is proud to have been the longest-running Tree Line USA certified utility for over 30 years. We are currently one of six Tree Line USA utilities in the state of Indiana. In combination with our tree planting and education programs and tree-based energy conservation programs, it is our priority to ensure all Suppliers are trained annually in Utility Forestry best practices.

In order to maintain our Tree Line USA certification, Suppliers are required to be formally trained at least once annually on the following:

- The focus of the training is comprehension of and compliance with Utility Pruning and Integrated Vegetation Management practices (Requirement 1A and 1B), as well as safe work practices per current ANSI Z133.1.
- Each worker who performs line clearance, including Supplier workers, has read and understands ISA Utility Pruning Best Management Practices and ISA IVM Best Management Practices. follows its recommendations and has a copy available for quick reference.
- "Trenching and Tunneling Near Trees: A Field Pocket Guide for Qualified Workers" by Dr. James R. Fazio, the ISA's trenching and tunneling training pocket guide, or equivalent, as approved by the State Forester and the Foundation.

## EXHIBIT C

### TIME & MATERIAL/DEMAND WORK

*All the above guidelines in Exhibit B apply to Time & Material/Demand Work. See below for additional requirements for T&M Crews. Time & Material/Demand Work Crews will be used for NIPSCO's Transmission Vegetation Management Program and may be billed at different rates.*

Demand crew size, structure, equipment, and the need for any additional crews under this contract shall be determined through collaboration between the NIPSCO Forestry Supervisor and Supplier throughout the term of this Agreement. The Supplier is expected to maintain the number and types of crews provided by the NIPSCO Forester on a continual basis for a given LOA until and unless advised otherwise.

Demand Crews shall be structured with a maximum 45-minute response time to the LOA to which they are assigned outside of normal work hours. Any calls missed by ESSO shall be responded to within 15 minutes. Any variation in crew personnel and/or equipment for any Demand Tree Crews shall be approved by the Forester.

Invoice verification of any billing may be requested by NIPSCO at any time during this agreement.

#### A. WORK HOURS

Demand Crews shall be available during and outside of normal work hours. It is the responsibility of the Supplier assigned to an LOA to ensure crews will be available at all times. During inclement weather, the General Foreman or other assigned contact shall be available by phone. If Demand Crew availability will be exhausted during an event, the Forestry Supervisor must be notified at minimum of 4-hours prior in order to retain coverage.

#### B. BILLING PROCEDURES

##### **General Foreperson Billing**

NIPSCO may be billed at overtime billing rates as specified on Supplier's billing rates for authorized work done by the GF outside of normal work hours.

##### **T&M Crew Billing**

Inclement Weather: Crews may bill up to two hours at straight time rates if reported to work at scheduled start time and are unable to work due to inclement weather. Crew members must be present in order to bill for inclement weather. No equipment billing will be accepted by NIPSCO for this time.

Call-Out: Any Tree Crews called out from home to perform work outside of normal declared work hours or on a Supplier paid holiday or weekend in excess of the normal 40 hour work week. A minimum of two hours may be billed. Any call-out time submitted outside of normal work hours without an Event number will not be reimbursed.

Overtime: Authorized work outside of normal declared work hours or on a Saturday and in excess of the normal 40 work hour week – shall be billed at *Time and a Half Billing Rates*. Authorized work on Sundays or a NIPSCO paid Holiday shall be paid at *Double Time Billing Rates*. Any call-out time submitted outside of normal declared work hours without an Event number will not be reimbursed.

Meal Compensation: NIPSCO will reimburse Supplier for payments made to its employees who Work authorized emergency-related overtime for the costs of meals incurred by Supplier's employees during such overtime up to a maximum of three dollars (\$3.00) per hour for each hour of overtime Work or when authorized emergency Work continues uninterrupted from overtime into regular time. No other reimbursement shall be made for meals.

##### **Equipment & Fuel Billing**

Approved equipment at the worksite and in working condition must be included on the Distribution T&M/Demand Equipment Roster and shall be billed on an hourly basis. Equipment Billing rates are to include fuel costs and will not be adjusted during the term of the Agreement. Any new equipment not included on the Equipment Roster may be added with Owner approval and submitted to the Forestry Supervisor periodically during the term of the contract. No billing may be submitted for required Supplier's inspection, maintenance, repairs, or equipment replacement nor travel time during these activities. Chippers shall only be billed during Storm Work with Foresters consent.

## **Herbicide Billing**

Work billed at a T&M rate including herbicide shall follow the pricing provided on the Equipment Roster. One unit of herbicide is one 2.5 gallon jug of chemical. Billing rates shall be provided at a minimum for the following chemicals:

Garlon 4 Ultra

Garlon 3A

Milestone

AquaNeat

TerraVue

Vastian

AquaSweep

Other herbicides may be approved by Owner upon request

## **Labor & Equipment Pricing**

Supplier Demand Work Pricing must be submitted, and rates agreed upon by NIPSCO Forestry as presented in Exhibit F Distribution T&M Labor Rates, Exhibit G Distribution T&M / Demand Equipment Rates, Exhibit H Transmission T&M Vegetation Management Labor Rates, and Exhibit I Transmission T&M Vegetation Management Equipment Rates.

Labor and Equipment pricing for this SOW will be set upon the Effective Date of this Statement of Work. Pricing will be fixed for one (1) year and will be adjusted annually from the Effective Date for year 2 and year 3. Pricing adjustments for year 2 will be 2.5% and year 3 will be 2.5%. These prices will be utilized for all pricing in that contract year.

## **EXHIBIT D**

### **UNIT AND LUMP SUM WORK**

*All the above guidelines in Exhibit B shall apply to Distribution Circuit Maintenance-Unit Work. See below for additional requirements for Bid Crews.*

Distribution Circuit Maintenance on a unit project can be awarded on a circuit-by-circuit basis. NIPSCO will provide Supplier with an outline of Work to be performed. Work shall be planned and customers notified per the Indiana Utility Regulatory Commission (IURC) prior to Supplier award and Work appears as a map and manifest of permitted work and locations with descriptions.

Upon receipt of a Project Plan or assignment of a project, the Supplier shall review the work as planned and unit counts provided. Any discrepancies in unit counts shall be addressed prior to signing an agreement letter.

The Forestry Supervisor shall be notified by the Supplier within 10 business days of receiving the Project Plan whether the unit count is accepted for the project and Supplier shall provide a project herbicide plan for approval. At that time, NIPSCO will provide the Supplier with a letter of acceptance – including the price for the project as provided by the Supplier in Exhibit E Distribution Unit Descriptions and Rates and deadline for Work to be completed. A signed and returned letter of acceptance by the Supplier will indicate the project start and end dates, deadline, pricing and any retention, equipment and crewing to be used for Work completion.

If acceptance of Unit Counts or Unit Pricing cannot be reached or agreed upon in a timely manner, NIPSCO Forestry may solicit bids on a Distribution Circuit Maintenance-Lump Sum basis.

#### **A. UNIT COUNT DISCREPANCY PROCESS**

If the Supplier is not in agreement with the unit counts used to derive the price listed, NIPSCO must be notified prior to signing this agreement and at minimum two weeks prior to the planned start of any Supplier crews on this work. NIPSCO will review and resolve any reported discrepancies in the unit counts with the Supplier before any work on that circuit may commence. There will be no post-circuit work reconciliation or revision allowed.

Failure to complete this project according to the deadline of (Supplier provided) will result in penalties per this Scope of Work. Deadline extensions may be granted by mutual agreement only. Deadline extensions shall be documented with signatures approving the change by both NIPSCO and the Supplier.

#### **B. LUMP SUM WORK**

Distribution Circuit Maintenance and special projects may be competitively bid and awarded as a Lump Sum project under certain circumstances. All Work shall be completed according to the Specifications outlined in this agreement.

#### **Unit & Lump Sum Billing**

Upon final completion of the Work and QCs, Supplier shall submit an invoice for the amount shown on the Supplier's pricing letter of acceptance that was signed and submitted to NIPSCO – less any applicable penalties as provided for in this Specification. NIPSCO will pay invoices at the time each circuit or special project has been completed and given final acceptance through NIPSCO Forestry QC Process.

Supplier pricing and invoicing shall be submitted through the provided NIPSCO approved system.

Supplier Unit and Lump Sum Work Pricing must be submitted, and rates agreed upon by NIPSCO Forestry as presented in Exhibit E Distribution Unit Descriptions and Rates.

Unit pricing for this SOW will be set upon the Effective Date of this Statement of Work. Pricing will be fixed for one (1) year and will be adjusted annually from the Effective Date for year 2 and year 3. Pricing adjustments for year 2 will be 2.5% and year 3 will be 2.5%. These prices will be utilized for all pricing in that contract year.