



Conor D. Farley
Senior Counsel
Legal Department

121 Champion Way, Ste. 100
Canonsburg, PA 15317
Ph. (724) 416-6336
cfarley@nisource.com

February 27, 2026

Via E-Filing

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

**RE: Columbia Gas of Pennsylvania, Inc. –
NiSource System Money Pool Agreement
Docket No. G-2017-2619362**

Dear Secretary Homsher:

Columbia Gas of Pennsylvania, Inc. (“Columbia”) hereby submits for review and approval, pursuant to 66 Pa. C.S. §§ 2102-2103, an amendment to the System Money Pool Agreement (“Money Pool Agreement”) among NiSource Inc. (“NiSource”) and several NiSource subsidiaries in order to add Generation Holdings I LLC as an eligible borrower.

The Money Pool Agreement – with redline of the proposed change to the current Attachment A to add Generation Holdings I LLC and a proposed clean Attachment A with Generation Holdings I LLC added - is submitted herewith as **Exhibit A**.

Background

On August 15, 2017, in Docket No. G-2017-2619362, Columbia submitted to the Public Utility Commission (“Commission”) an update to the December 5, 2001 System Money Pool Agreement (Docket No. G-00010908) with a robust explanation of the affiliated entities, framework, benefits, and utilization of the Money Pool Agreement created to enable Columbia and its affiliates to establish a pool of funds from which they can borrow on a short-term basis. Specifically, the 2017 filing reflected the dissolution of subsidiaries NiSource Capital Markets and NiSource Finance Corporation with NiSource then being the issuer of debt and loan proceeds to its subsidiaries and NiSource Corporate Services Company to administer the Money Pool. The filing including an attachment to the Money Pool Agreement (“Attachment A”) that identified all eligible borrowers participating in the Money Pool.

On October 25, 2017, the Commission approved the filing in Docket No. G-2017-2619362 and accepted the modifications to the Money Pool Agreement. The Commission noted

that “this approval will apply only to the agreement(s), service(s), matters and parties specifically and clearly defined under this instant filing as well as under any associated and previously filed filings.”

2024 Amended Attachment A

On January 30, 2024, in Docket No. G-2017-2619362, Columbia submitted to the Commission an Amended Attachment A to the Money Pool Agreement to reflect the removal of Northern Indiana Public Service Company LLC (“NIPSCO”), NIPSCO Accounts Receivable Corporation (“NARC”), and Central Kentucky Transmission Company (“CTK”) as eligible borrowers participating in the Money Pool and adding NIPSCO Holdings I LLC as an eligible borrower participating in the Money Pool. The updated participants in the Money Pool reflected dissolution of CKT, the removal of NIPSCO and its subsidiaries (including NARC) from the NiSource consolidated group for tax purposes, and addition of NIPSCO Holdings I LLC due to the costs of shared administrative services performed by NiSource Corporate Services Company and participation in existing intercompany borrowing arrangements.

The Commission issued a Secretarial Letter on May 30, 2024 approving the Amended Attachment A and noted that “this approval will apply only to the agreement(s), service(s), matters and parties specifically and clearly defined under this instant filing as well as under any associated and previously filed filings.”

2026 Second Amended Attachment A

Columbia now seeks Commission approval of the Second Amended Attachment A to the Money Pool Agreement to add Generation Holdings I LLC to the Money Pool as an eligible borrower.

Generation Holdings I LLC is a wholly owned, direct subsidiary of NiSource and is in NiSource’s consolidated group for tax purposes. Generation Holdings I LLC expects to incur costs from certain routine administrative services, such as accounting and legal services, performed by its affiliate shared services organization, NiSource Corporate Services Company. Generation Holdings I LLC also expects to make and receive interest and principal payments due under existing intercompany borrowing arrangements. The Money Pool offers the most efficient and cost-effective means of settling such intercompany balances.

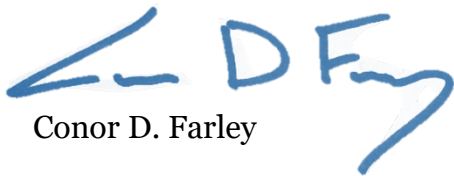
Columbia does not anticipate any impact to the administration of the Money Pool or costs that it will incur to continue its participation in the Money Pool as a result of the addition of Generation Holdings I LLC to the Money Pool. Moreover, in all respects, the terms and conditions under which Columbia participates in the Money Pool Agreement that the Commission has approved in Docket No. G-2017-2619362 remain unchanged. Accordingly, the benefits to Columbia as a participant in the Money Pool Agreement remain the same as described in the 2017 filing and are consistent with the modifications approved in the 2024 Amended Attachment A. Columbia’s cost of borrowing under the Money Pool will continue to be based upon the weighted average daily interest rate on (i)

NiSource's short term external borrowings plus (ii) NiSource's earnings on external investments. Neither of these elements will be impacted in any way by the Second Amended Attachment A and, therefore, Columbia and its ratepayers will not be affected by these changes.

Accordingly, pursuant to 66 Pa. C.S. §§ 2102-2103, Columbia seeks Commission approval of its continued participation in the Money Pool Agreement as revised by the amended list of Eligible Borrowers Participating in System Money Pool contained in Attachment A to the agreement and submitted in both redline and clean versions as **Exhibit A**.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Conor D. Farley". The signature is stylized, with the first name "Conor" written as a series of connected loops, and the last name "Farley" written in a more traditional cursive style.

Conor D. Farley

Enclosure

cc: Paul Diskin, Director
PA PUC Bureau of Technical Utility Services
pdiskin@pa.gov

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the foregoing have been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

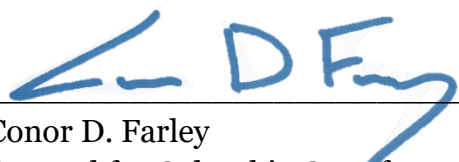
VIA ELECTRONIC MAIL ONLY

Allison Kaster, Director
PA PUC Bureau of Investigation & Enforcement
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17101
akaster@pa.gov

Darryl Lawrence, Consumer Advocate
Office of Consumer Advocate
Forum Place
555 Walnut Street, 5th Floor
Harrisburg, PA 17101
dlawrence@paoca.org

NazAarah Sabree, Small Business Advocate
Office of Small Business Advocate
Forum Place
555 Walnut Street, 1st Floor
Harrisburg, PA 17101
osba@pa.gov

Dated: February 27, 2026



Conor D. Farley
Counsel for Columbia Gas of Pennsylvania, Inc.

EXHIBIT A

**NISOURCE INC.
SYSTEM MONEY POOL AGREEMENT**

This SYSTEM MONEY POOL AGREEMENT (this “Agreement”) is dated as of November 30, 2017 and is entered into by and among NISOURCE INC., a Delaware corporation (“NiSource”), NISOURCE CORPORATE SERVICES COMPANY, a Delaware corporation and wholly-owned subsidiary of NiSource, as administrative agent (the “Administrative Agent”), and the other direct and indirect subsidiaries of NiSource listed on Attachment A to this Agreement (each an “Eligible Borrower” and, together with NiSource and the Administrative Agent, the “Parties”).

RECITALS

The Eligible Borrowers from time to time have need to borrow funds on a short-term basis. The Parties desire to establish a pool of funds (the “System Money Pool”), to be administered by the Administrative Agent, to coordinate such investments and borrowings in order to provide for certain of the short-term cash and working capital requirements of the Eligible Borrowers.

NOW THEREFORE, in consideration of the premises and the mutual promises set forth in this Agreement, the Parties agree as follows:

**ARTICLE I
INVESTMENTS AND BORROWINGS**

Section 1.1. Investments in System Money Pool. Each Party will determine each day, on the basis of relevant factors determined in such Party’s sole discretion, the amount of funds it has available to invest in the System Money Pool, and will invest such funds in the System Money Pool. The amount of each Party’s investments in the System Money Pool shall be evidenced by the records of the Administrative Agent, which shall be conclusive and binding upon all Parties. Each Party may withdraw any of its invested funds from the System Money Pool at any time upon notice to the Administrative Agent.

Section 1.2. Rights to Borrow. All short-term borrowing needs of the Eligible Borrowers may be met by funds in the System Money Pool to the extent such funds are available. Each Eligible Borrower shall have the right to make short-term borrowings from the System Money Pool (each a “loan” or a “borrowing”) from time to time, subject to the availability of funds and the limitations and conditions set forth in this Agreement. Each Eligible Borrower may request loans from the System Money Pool from time to time during the period from the date of this Agreement until this Agreement is terminated by written agreement of the Parties; provided, that the aggregate amount of all loans requested by any Eligible Borrower under this Agreement shall not exceed the applicable borrowing limits set forth in applicable regulatory orders, resolutions of such Eligible Borrower’s shareholders and Board of Directors (or their equivalents), such Eligible Borrower’s governing corporate documents, and agreements binding upon such Eligible Borrower. No loans through the System Money Pool will be made to, and no borrowings through the System Money Pool will be made by, NiSource.

Section 1.3. Source of Funds.

(a) Funds will be available through the System Money Pool from the following sources to be loaned to the Eligible Borrowers from time to time: (i) surplus funds in the treasuries of the Parties, and (ii) proceeds received by NiSource from the sale of commercial paper, borrowings from banks and other lenders, and other financing arrangements (“External Funds”), in each case to the extent permitted by applicable laws and regulatory orders. Funds will be made available from such sources in such order as the Administrative Agent may determine will result in a lower cost of borrowing to Eligible Borrowers borrowing from the System Money Pool, consistent with the individual borrowing needs and financial standing of the Parties investing funds in the System Money Pool.

(b) Borrowing Parties will be deemed to borrow funds in the System Money Pool pro rata from each investing Party in the proportion that the total amount invested by such investing Party bears to the total amount then invested in the System Money Pool. On any day when more than one source of funds invested in the System Money Pool (e.g., surplus treasury funds of NiSource and other Parties and External Funds), with different rates of interest, is used to make loans through the System Money Pool, each borrowing Party will be deemed to borrow pro rata from each source of funds in the same proportion that the amount of funds invested by that source bears to the total amount of funds invested in the System Money Pool.

Section 1.4. Interest.

(a) Borrowings from the System Money Pool shall accrue interest on their unpaid principal amount from the respective dates of such borrowings until such principal amount shall be paid in full. Investments of funds in the System Money Pool shall accrue interest on the unpaid principal amount of such investments from the respective dates of such investments until such principal amount shall be repaid in full. Interest shall be payable monthly in arrears and upon payment (including prepayment) in full of the unpaid principal amount of the loan or investment, as applicable.

(b) The interest rate for all borrowings from and investments in the System Money Pool shall be an interest rate (the “Composite Rate”), determined monthly, equal to the weighted average daily interest rate on (i) short-term external borrowings by NiSource plus (ii) earnings on external investments by NiSource.

Section 1.5. Certain Costs. The cost of compensating balances and/or commitment fees paid to banks to maintain credit lines by Parties investing External Funds in the System Money Pool shall initially be paid by the Party maintaining such credit line and shall be reported promptly to the Administrative Agent. These costs shall be retroactively allocated every month among the Eligible Borrowers based on the NiSource Corporate Services Convenience Billing Formula, which assigns such costs to all Eligible Borrowers based on a percentage that is determined by dividing the internal borrowing authorization of each Eligible Borrower by the total internal borrowing authorizations of all Eligible Borrowers.

Section 1.6. Repayment. Each Eligible Borrower receiving a loan under this Agreement shall repay the principal amount of such loan, together with all interest accrued on such

loan, on demand and in any event within one year of the date on which such loan was made. All loans made through the System Money Pool may be prepaid by the borrower without premium or penalty and without prior notice.

Section 1.7. Form of Loans to Parties. Loans to the Eligible Borrowers through the System Money Pool will be made pursuant to open-account advances; provided, that each Party investing funds in the System Money Pool shall at all times be entitled to receive upon demand one or more promissory notes evidencing any and all investments by such Party. Any such note shall: (a) be substantially in the form attached as Attachment B to this Agreement, (b) be dated as of the date of the initial borrowing, and (c) mature on demand or on a date agreed by the Parties to the transaction, but in any event within one year after the date of the applicable borrowing.

ARTICLE II OPERATION OF SYSTEM MONEY POOL

Section 2.1. The Administrative Agent. NiSource Corporate Services Company is appointed to be the Administrative Agent for the System Money Pool with the duties prescribed in this Agreement. The Administrative Agent shall perform its duties under the authority of the appropriate officers of the Parties.

Section 2.2. Duties of the Administrative Agent. The Administrative Agent shall be responsible for the determination of all applicable interest rates and charges to be applied to advances outstanding at any time under this Agreement, shall maintain records of all advances, interest charges and accruals, and interest and principal payments for purposes of this Agreement, and shall prepare periodic reports as to such matters for the Parties. Separate records shall be kept by the Administrative Agent for the System Money Pool established by this Agreement and any other money pool administered by it.

Section 2.3. Investment of Surplus Funds in the System Money Pool. Funds invested in the System Money Pool that are not required to fund System Money Pool loans (with the exception of funds required to satisfy the System Money Pool's liquidity requirements) will ordinarily be invested in one or more short-term investments in accordance with the NiSource Short-Term Investment Policy in effect from time to time.

Section 2.4. Allocation of Interest Income and Investment Earnings. The interest income and other investment earnings earned by the System Money Pool from loans to Eligible Borrowers and investment of surplus funds will be allocated by the Administrative Agent among the investing Parties in accordance with the proportion each investing Party's investment of funds in the System Money Pool bears to the total amount of funds invested in the System Money Pool and the cost of any External Funds provided to the System Money Pool by NiSource. Interest income and other investment earnings will be computed on a daily basis and settled once per month.

Section 2.5. Event of Default. If any Party shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors, or if any proceeding shall be instituted by or against any Party seeking to adjudicate it a bankrupt or insolvent, then the other Parties may declare the

unpaid principal amount of any loans to such Party, and all interest on such loans, to be due and payable and all such amounts shall become due and payable immediately.

Section 2.6. Determinations by Administrative Agent are Conclusive. The Administrative Agent is required or authorized by this Agreement to make various determinations, allocations and administrative decisions. When made by the Administrative Agent, all of such determinations, allocations and administrative decisions shall be conclusive and binding upon each of the Parties.

ARTICLE III MISCELLANEOUS

Section 3.1. Successor to Existing Agreement. This Agreement replaces and supersedes the System Money Pool Agreement dated as of July 2, 2013 among NiSource (in its own capacity and as successor by merger to NiSource Finance Corp. and NiSource Capital Markets, Inc.), the Administrative Agent and the Eligible Borrowers (the "Existing Money Pool Agreement"). Upon the execution and delivery of this Agreement and subject to receipt of all applicable regulatory orders, all loans and other obligations outstanding, and all funds invested, under the Existing Money Pool Agreement will become loans and other obligations outstanding, and funds invested, under this Agreement. Upon delivery by an Eligible Borrower to the Administrative Agent of a promissory note in the form of Attachment B to this Agreement, the Administrative shall transfer to such note any balance owing by such Eligible Borrower under the Existing Money Pool and shall cancel the note, if any, delivered by such Eligible Borrower in connection with the Existing Money Pool.

Section 3.2. Amendments. No amendment to this Agreement shall be adopted except in a writing executed by the Parties; provided that NiSource may amend Attachment A from time to time in its sole discretion for the purpose of: (a) adding as a Party any wholly-owned direct or indirect subsidiary of NiSource, (b) reflecting any change in the name or type of legal entity of any Party hereto, or (c) reflecting the withdrawal by a Party pursuant to Section 3.3 of this Article.

Section 3.3. Withdrawal by a Party. A Party may voluntarily withdraw from this Agreement upon written notice to the Administrative Agent and satisfaction of such Party's pre-withdrawal obligations, including, without limitation, payment of the unpaid principal amount and interest of any outstanding loans.

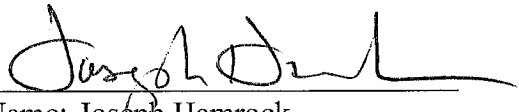
Section 3.4. Legal Responsibility. Parties shall not be liable for the obligations of any other Party under this Agreement. The rights, obligations and liabilities of the Parties under this Agreement are several in accordance with their respective obligations, and not joint. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective permitted successors and assigns.

Section 3.5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana.

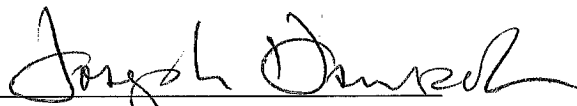
[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned companies have duly caused this document to be signed on their behalf on the date first written above by the undersigned thereunto duly authorized.

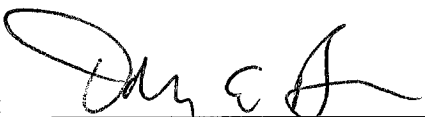
NISOURCE INC.

By: 
Name: Joseph Hamrock
Title: President and Chief Executive Officer

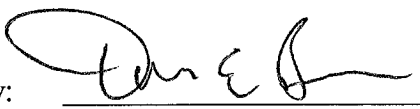
NISOURCE CORPORATE SERVICES COMPANY

By: 
Name: Joseph Hamrock
Title: President and Chief Executive Officer

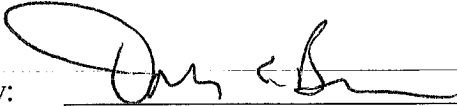
NORTHERN INDIANA PUBLIC SERVICE COMPANY

By: 
Name: Donald E. Brown
Title: Executive Vice President and Chief Financial Officer

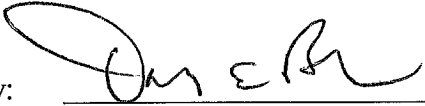
**BAY STATE GAS COMPANY
(d/b/a COLUMBIA GAS OF MASSACHUSETTS)**

By: 
Name: Donald E. Brown
Title: Executive Vice President and Chief Financial Officer

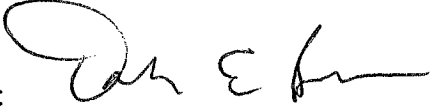
NISOURCE DEVELOPMENT COMPANY, INC.

By: 
Name: Donald E. Brown
Title: Executive Vice President and Chief Financial Officer

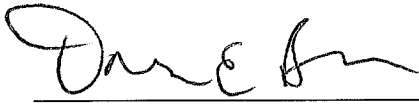
NISOURCE ENERGY TECHNOLOGIES, INC.

By: 
Name: Donald E. Brown
Title: Executive Vice President and Chief Financial Officer

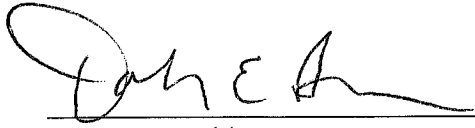
COLUMBIA GAS OF KENTUCKY, INC.

By: 
Name: Donald E. Brown
Title: Executive Vice President and Chief Financial Officer

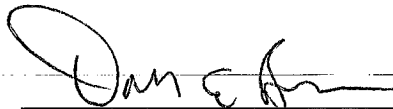
COLUMBIA GAS OF MARYLAND, INC.

By: 
Name: Donald E. Brown
Title: Executive Vice President and Chief Financial Officer

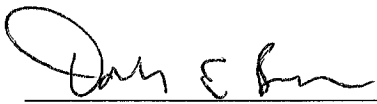
COLUMBIA GAS OF OHIO, INC.

By: 
Name: Donald E. Brown
Title: Executive Vice President and Chief Financial Officer


COLUMBIA GAS OF PENNSYLVANIA, INC.

By: 
Name: Donald E. Brown
Title: Executive Vice President and Chief Financial Officer

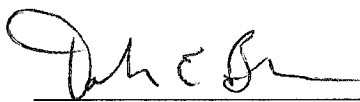
COLUMBIA GAS OF VIRGINIA, INC.

By: 
Name: Donald E. Brown
Title: Executive Vice President and Chief Financial Officer


NISOURCE INSURANCE CORPORATION, INC.

By: 
Name: Donald E. Brown
Title: President

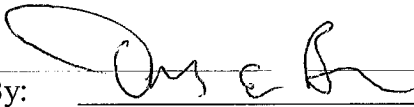
CENTRAL KENTUCKY TRANSMISSION COMPANY

By: 
Name: Donald E. Brown
Title: Executive Vice President and Chief Financial Officer

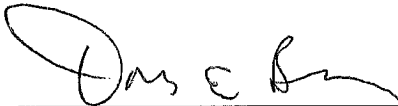
LAKE ERIE LAND COMPANY

By: 
Name: Carrie J. Hightman
Title: President

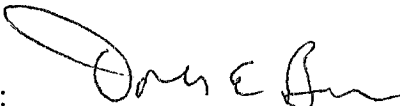
NIPSCO ACCOUNTS RECEIVABLE CORPORATION

By: 
Name: Donald E. Brown
Title: President and Chief Financial Officer


COLUMBIA GAS OF OHIO RECEIVABLES CORPORATION

By: 
Name: Donald E. Brown
Title: President and Chief Financial Officer

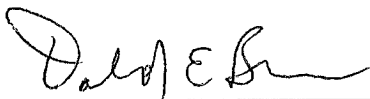
COLUMBIA GAS OF PENNSYLVANIA RECEIVABLES CORPORATION

By: 
Name: Donald E. Brown
Title: President and Chief Financial Officer

NISOURCE CORPORATE GROUP, LLC

By: 
Name: Donald E. Brown
Title: President and Chief Financial Officer

NISOURCE GAS DISTRIBUTION GROUP, INC.

By: 
Name: Donald E. Brown
Title: Executive Vice President and Chief Financial Officer

ATTACHMENT A
(to System Money Pool Agreement)

Eligible Borrowers Participating in System Money Pool

NiSource Corporate Services Company
Bay State Gas Company (d/b/a Columbia Gas of Massachusetts)
NiSource Development Company, Inc.
NiSource Energy Technologies, Inc.
Columbia Gas of Kentucky, Inc.
Columbia Gas of Maryland, Inc.
Columbia Gas of Ohio, Inc.
Columbia Gas of Pennsylvania, Inc.
Columbia Gas of Virginia, Inc.
NiSource Insurance Corporation, Inc.
Lake Erie Land Company
Columbia Gas of Ohio Receivables Corporation
Columbia Gas of Pennsylvania Receivables Corporation
NIPSCO Holdings I LLC
NiSource Corporate Group, LLC
NiSource Gas Distribution Group, Inc.
[Generation Holdings I LLC](#)

ATTACHMENT A
(to System Money Pool Agreement)

Eligible Borrowers Participating in System Money Pool

NiSource Corporate Services Company
Bay State Gas Company d/b/a Columbia Gas of Massachusetts
NiSource Development Company, Inc.
NiSource Energy Technologies, Inc.
Columbia Gas of Kentucky, Inc.
Columbia Gas of Maryland, Inc.
Columbia Gas of Ohio, Inc.
Columbia Gas of Pennsylvania, Inc.
Columbia Gas of Virginia, Inc.
NiSource Insurance Corporation, Inc.
Lake Erie Land Company
Columbia Gas of Ohio Receivables Corporation
Columbia Gas of Pennsylvania Receivables Corporation
NIPSCO Holdings I LLC
NiSource Corporate Group, LLC
NiSource Gas Distribution Group, Inc.
Generation Holdings I LLC