



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live.

Joseph E. Kernan
Governor

Lori F. Kaplan
Commissioner

100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015
(317) 232-8803
(800) 451-6027
www.in.gov/idem

February 2, 2004

Joe Ferry
NiSource Corporate Services
200 Civic Center Drive
Columbus, Ohio 43215

Re: Multi-Site Voluntary Remediation
Agreements
Former Manufactured Gas Plants
Kokomo, Goshen, Fort Wayne,
LaPorte, Peru, Plymouth, Rochester
South Bend
VRP #:6031202-6031208, 6031210

Dear Mr Ferry:

Please find enclosed a copy of the Multi-Site Voluntary Remediation Agreements (VRAs) for the above referenced sites located in Indiana. The VRAs have been signed by the Assistant Commissioner of the Indiana Department of Environmental Management.

If any additional investigation reports and/or remediation work plan reports have been completed for the sites according to IDEM Voluntary Remediation Program outline, any reports may be submitted at this time.

If you have any questions please contact me at (317) 234-0966, 1-800-451-6027, or at pdorsey@dem.state.in.us.

Sincerely,

Peggy Dorsey, Section Chief
Voluntary Remediation Program
Office of Land Quality

cc: Ruth Williams, VRP Project Manager
Mike Habeck, VRP Project Manager
Chris Bauer, VRP Project Manager
Aaron Green, VRP Project Manager

**Voluntary Remediation Agreement
Relating to Former Manufactured Gas Plants**

Northern Indiana Public Service Company (NIPSCO))
Applicant)
)
Voluntary Remediation at)
Former Manufactured Gas Plants:)
)
Fort Wayne (Hale Avenue), Indiana)
IDEM Project # 6031204)
Goshen, Indiana IDEM Project # 6031208)
LaPorte, Indiana IDEM Project # 6031207)
Peru (LOA), Indiana IDEM Project # 6031202)
Plymouth, Indiana IDEM Project # 6031206)
Rochester, Indiana IDEM Project # 6031205)
South Bend (Pennsylvania Avenue), Indiana)
IDEM Project # 6031203)
Pursuant to Environmental)
Management Act)
(Indiana Code 13-25-5))

I. INTRODUCTION

1. The Indiana Department of Environmental Management ("IDEM"), by its Commissioner or his or her designee ("Commissioner"), and Northern Indiana Public Service Company ("NIPSCO" or "Applicant"), hereby enter into this Voluntary Remediation Agreement ("Agreement"), pursuant to IC § 13-25-5-8, for the purpose of providing for IDEM's oversight of Applicant's activities in investigating and remediating if necessary releases of hazardous substances or petroleum at former manufactured gas plant sites ("MGP Sites") located throughout Indiana. The MGP Sites are set forth in Exhibit A attached hereto. In recognition of: (1) the spirit of flexibility envisioned by the Voluntary Remediation Program ("VRP"), and (2) the desire for oversight of remediation at these MGP Sites, Applicant and IDEM agree to incorporate several sites into this Agreement and to deviate from the usual deadlines for the submission of plans as specified in this Agreement and its Exhibits. Applicant must submit a site-specific remediation work plan in accordance with IC § 13-25-5-7 for each Site listed in Exhibit A.

II. JURISDICTION

2. This Agreement is entered into by and between Applicant and IDEM, by its Commissioner, pursuant to IC § 13-25-5-8, hereafter collectively referred to as the "Parties."

3. The Parties agree to the following terms and conditions for the evaluation and implementation of a Voluntary Remediation Work Plan ("Remediation Work Plan"), to waive their rights to administrative and judicial review of the binding effect and enforceability of the Agreement, and to not contest the jurisdiction of IDEM to enter into this Agreement. However, the Applicant reserves all other rights it may have under common law, Indiana law, or federal law including but not limited to rights (1) to administrative and judicial review of determinations made by the Commissioner under this Agreement, as provided by IC § 13-25-5 and (2) to seek contribution or indemnity from others not signatories to this Agreement.

4. By entering into this Agreement, the Applicant neither admits nor denies liability.

III. STATEMENT OF ELIGIBILITY

5. The Commissioner has determined that the application submitted by Applicant is complete and that Applicant is eligible to participate in the VRP established under IC § 13-25-5. However, neither the Commissioner's determination of eligibility nor the entry into this Agreement precludes any finding by the Commissioner at a later date that the Site poses an imminent and substantial threat to human health or the environment within the meaning of IC § 13-25-5. In addition, if it is determined that Applicant withheld or misrepresented information that would be relevant to the Applicant's eligibility, IDEM may withdraw from this Agreement.

6. If it is determined that Applicant is eligible for the Indiana Underground Petroleum Storage Tank Excess Liability Fund pursuant to IC § 13-23 and all applicable rules, Applicant may apply for reimbursement of the costs of the remediation required by this Agreement. However, Applicant expressly waives the right to claim reimbursement for costs paid to IDEM as Administrative Costs, as described in Section XIX, and for the application fee as provided in IC § 13-25-5-2.

7. Applicant shall comply with all applicable Indiana and federal requirements for corrective action. For purposes of determining compliance with applicable Indiana and federal requirements for Leaking Underground Storage Tank ("LUST") remediation and for determining eligibility for the Indiana Underground Petroleum Storage Tank Excess Liability Trust Fund ("ELTF"), IDEM will evaluate the Remediation Work Plan for consistency with guidance applicable to the LUST Program and ELTF. Applicant shall notify the IDEM Project Manager if this evaluation is desired.

IV. PARTIES BOUND

8. This Agreement shall apply to and be binding upon the Applicant, its officers, directors, principals, employees, agents, successors and assigns, and upon IDEM, its employees, agents and successors. The signatories to this Agreement certify that they are fully authorized to execute this Agreement and legally bind the Parties they represent. No change in ownership, corporate, or partnership status of the Applicant shall in any way alter its status or responsibilities under this Agreement unless Applicant or IDEM withdraws from this Agreement.

9. If the ownership status of Applicant or an Applicant-owned Site changes, the Applicant shall provide a copy of this Agreement to any subsequent owners or successors before ownership rights are transferred. The Applicant shall provide a copy of this Agreement to all contractors and consultants that are retained by Applicant to conduct any work performed under this Agreement, within thirty (30) days after the effective date of this Agreement or within thirty (30) days of the date of retaining their services.

V. DEFINITIONS

10. "Business Day" shall mean Monday through Friday excluding state holidays and federal holidays.

11. "Commissioner" shall mean the Commissioner of IDEM or her or his designee.

12. "Day" shall be defined as the 24-hour period from 12:00 A.M. up to but not including 12:00 A.M.

13. "Sites" shall be used in the manner as defined by IC § 13-11-2-203(a) and includes the legal descriptions of the facilities provided in Exhibit A.

14. All other terms contained in this Agreement shall be used in the manner as defined by IC § 13-11-2.

VI. STATEMENT OF PURPOSE

15. This Agreement sets forth the terms and conditions of evaluation and implementation of Remediation Work Plans proposed by the Applicant for the remediation of the release or threatened release of petroleum or hazardous substances from the Sites.

16. The activities conducted by the Applicant under this Agreement are subject to approval by IDEM. Applicant shall provide all necessary information for each Remediation Work Plan for the Sites. The activities conducted by the Applicant shall be consistent with this Agreement, all applicable laws and regulations, and appropriate guidance documents as described in Paragraph 20. Applicant shall employ sound scientific, engineering, and construction practices.

17. The Applicant and IDEM shall mutually agree on the prioritization of the sites listed in Exhibit A. The site priority, status, and timeframes for achieving goals shall be designated in Exhibit B. IDEM and the Applicant will mutually agree upon the site priority and timeframes. The Applicant agrees to meet the mutually established timeframes indicated in Exhibit B for any given calendar year. If an extension proposed by either Party to any timeframe for a Site as established in Exhibit B cannot be mutually agreed to in writing by both Parties, Applicant reserves the right to withdraw from this Agreement any Site for which it cannot meet a deadline as outlined in Exhibit B and IDEM reserves the right to terminate this Agreement consistent with Paragraph 23 of this Agreement with respect to any Site for which Applicant does not meet a deadline as outlined in Exhibit B. A site that has not been identified by either Party as of the Effective Date of this Agreement and/or has not been listed in Exhibit A shall be considered a

new site. Within 90 days of the discovery of a new Site, the Applicant shall submit a notice to IDEM that shall include a discussion of the Site's location, known history and linkage to the Applicant if any. If the Parties agree that the new Site is linked to the Applicant, it shall be added to Exhibit A and Exhibit B by written amendment consistent with Paragraph 81 of this Agreement.

18. The Applicant and IDEM acknowledge that there are sites that the Applicant neither currently owns nor has obtained access to enter to conduct work ("Non-owned Sites") which Applicant may wish to add to this Agreement. Non-owned Sites may be added to Exhibit A and Exhibit B of this Agreement by written amendment consistent with Paragraph 81 of this Agreement. Applicant will have six (6) months from the Effective Date of this Agreement to add Non-owned Sites. If requested by Applicant at any time during this six-month period, IDEM may, at its discretion, assist the Applicant in its efforts to add Non-owned Sites to this Agreement. Throughout the six-month period, Applicant will provide IDEM's Project Manager a monthly electronic update of the efforts undertaken by Applicant to enroll the various Non-owned Sites. IDEM may, on a Site-by-Site basis and in its sole discretion, elect to provide Applicant with an extension to the six-month period. However, unless an extension is granted by IDEM, if Applicant does not notify IDEM of its desire to add a Non-owned Site to this Agreement, including demonstrating that Applicant has obtained permission to enroll the Non-owned Site(s), any Non-owned Site not added to this Agreement under this paragraph at the end of the six-month period may be addressed by IDEM's Project Manager under other applicable cleanup authority. Consistent with Section XIV of this Agreement (Access), an access agreement for each Non-owned Site listed on Exhibit A at the end of the six-month period (or an extended period as approved by IDEM under this paragraph) must be provided to IDEM by Applicant by the date indicated on Exhibit B for the initiation of field work for that Site.

19. The Applicant and IDEM agree to meet annually at IDEM's office in Indianapolis, Indiana to discuss progress made at the Sites and to modify Exhibit B as necessary. During these meetings, the Applicant shall submit to IDEM a written summary report that summarizes the progress in achieving the objectives of this Agreement, outlines the specific remediation goals and timeframes that have been met for the MGP Sites in the prior year, and a proposes a plan for the following year. This annual report is in addition to any reporting normally required under IC § 13-25-5.

VII. WORK TO BE PERFORMED

20. All work to be performed by the Applicant pursuant to this Agreement shall be performed under the direction and supervision of qualified person(s) with expertise in hazardous substance or petroleum site investigation and remediation. This individual may or may not be designated by Applicant as Applicant's Project Manager in Paragraph 31. As of the Effective Date, prior to the initiation of Site work, the Applicant shall notify IDEM, in writing, regarding the name, title, and qualifications of such qualified person and of any contractors and/or subcontractors to be used in carrying out the principal work required by this Agreement. All work performed and all documents submitted after the Effective Date shall be in accordance with all VRP guidance documents available and in effect as of the Effective Date of this Agreement, including IDEM's *Risk-Integrated System of Closure* non-rule policy document (Waste-0046-NPD, 24 Ind. Reg. 1986 (2001)).

21. Applicant may, at Applicant's discretion, submit to IDEM an Investigation Work Plan detailing the investigation of the nature and extent of the contamination at each of the Sites. For any investigative work performed after the Effective Date, an Investigation Work Plan, including the Investigation Work Plan format, shall be developed in accordance with the guidance documents specified in Paragraph 20 and as set forth below.

(a) Each Investigation Work Plan shall include the following project plans: (1) a quality assurance project plan; (2) a sampling and analysis plan; (3) a health and safety plan; (4) a schedule for implementation of all tasks set forth in the Investigation Work Plan; and (5) a data management plan.

(b) IDEM may require Applicant to submit additional or corrected information pursuant to IC § 13-25-5-9(b).

(c) Each Investigation Work Plan shall be subject to review and evaluation for technical sufficiency by IDEM within approximately sixty (60) days of receipt. IDEM's failure to act on an Investigation Work Plan shall not constitute IDEM's acceptance of the Investigation Work Plan. Acceptance of an Investigation Work Plan by the IDEM Project Manager shall not preclude IDEM from requiring further investigation before final approval of a Remediation Work Plan is given.

22. Applicant may, at Applicant's discretion, submit to IDEM an Investigation Report detailing the results of an investigation of the nature and extent of the contamination at each Site. An Investigation Report may be, but need not be, the results of an Investigation Work Plan in Paragraph 21.

(a) Each Investigation Report, including the Investigation Report format, shall be developed in accordance with the guidance documents specified in Paragraph 20.

(b) IDEM may require Applicant to submit additional or corrected information pursuant to IC § 13-25-5-9(b).

(c) Each Investigation Report shall be subject to review and evaluation for technical sufficiency by IDEM within approximately sixty (60) days of receipt. IDEM's failure to act on an Investigation Report shall not constitute IDEM's acceptance of the Investigation Report. Acceptance of an Investigation Report by the IDEM Project Manager shall not preclude IDEM from requiring further investigation before final approval of a Remediation Work Plan is given.

23. The Applicant shall submit each Remediation Work Plan based on the schedule provided in Exhibit B or longer if an extension is agreed to by the Parties. If Applicant fails to submit a Remediation Work Plan for a given Site according to the schedule in Exhibit B, the Agreement is voidable as to that Site at the discretion of IDEM. If IDEM determines the Agreement is void as to a given Site, all protection provided under IC § 13-25-5-18(e) is extinguished for that Site solely. In the event this Agreement is voided as to any given Site, the Applicant shall remain responsible to IDEM under Section XIX (Administrative Costs) for the

administrative costs associated with that Site incurred to the date of termination or voidance of the Agreement.

24. Each Remediation Work Plan must specify the objectives for remediation of hazardous substances or petroleum that are based on: background levels of hazardous substances and petroleum that occur naturally on the Site; or, an assessment of the risks posed by the hazardous substances and petroleum, taking into consideration the expected future use of the Site and measurable risks to human health, natural resources, or the environment. Risk-based objectives shall be based on one of the following: 1) levels of hazardous substances and petroleum calculated by IDEM using standard equations and default values for that particular contaminant; 2) levels of hazardous substances and petroleum calculated using site-specific data for the default values in IDEM's standard equations; or, 3) levels of hazardous substances and petroleum developed based on site-specific risk assessments that take into account site-specific factors. Each Remediation Work Plan, including the Remediation Work Plan format, shall be developed in accordance with the guidance documents specified in Paragraph 20.

25. For Remediation Work Plans submitted after the Effective Date, each such plan shall include: (1) a detailed description of the investigation conducted by the Applicant in preparing the Remediation Work Plan and a description of the work performed by the Applicant to determine the nature and extent of the actual or threatened release; (2) a proposed statement of work to accomplish the remediation in accordance with guidelines established by the department; and (3) the following project plans: (a) a quality assurance project plan, (b) a sampling and analysis plan, (c) a health and safety plan, (d) a community relations plan, (e) a schedule for implementation of all tasks set forth in the Remediation Work Plan, and (f) a data management plan. Each Remediation Work Plan shall specify the land use restrictions assumed in developing the Remediation Work Plan and shall identify the institutional, engineering, or other controls that will be used to restrict land use at the Site. The community relations plan shall be consistent with the *Voluntary Remediation Program Community Relations Plan* non-rule policy document, (WASTE-0049-NPD, 24 Ind. Reg. 2598 (2001)).

26. IDEM may request Applicant to submit additional or corrected information pursuant to IC § 13-25-5-9(b). The Applicant may comply with the request or withdraw the proposed plan from consideration.

27. Each Remediation Work Plan shall be subject to review and evaluation by IDEM pursuant to IC § 13-25-5-9(a) for approximately sixty (60) days after receipt of the Remediation Work Plan. IDEM's failure to act on a Remediation Work Plan shall not constitute IDEM's acceptance of the Remediation Work Plan. This time period shall not include the time required for public comment under IC § 13-25-5-11.

28. The Commissioner shall make a determination concerning the approval, modification and approval, or rejection of a Remediation Work Plan within thirty (30) days of close of the public comment period provided for in IC § 13-25-5-11 and notify the Applicant of the determination as provided in IC § 13-25-5-12 or IC § 13-25-5-13. Applicant may appeal the Commissioner's determination as provided by IC § 13-25-5-12 and IC § 13-25-5-13.

29. If the Applicant desires to proceed with the implementation of an approved Remediation Work Plan, the Applicant must notify IDEM in writing not more than sixty (60) days after the Remediation Work Plan is approved. After providing such notice, the Applicant shall initiate the work detailed in the Remediation Work Plan according to the schedule as set forth in the Remediation Work Plan. Upon IDEM's receipt of notice that the Applicant intends to proceed, the fully approved Remediation Work Plan shall be deemed incorporated into and made a part of this Agreement.

30. IDEM acknowledges that Applicant completed a substantial amount of investigative, evaluation and remediation activities at several MGP Sites listed on Exhibit B prior to the Effective Date (herein after "Completed Work"). Applicant may rely on or use Completed Work in making submissions under this Agreement. Any Completed Work documents submitted under this Agreement shall comply with the requirements outlined in IC § 13-25-5-7(c) and will be evaluated by IDEM under IC § 13-25-5-9 to determine compliance with the guidelines outlined in Paragraph 20 of this Agreement.

VIII. ADDRESSES FOR ALL CORRESPONDENCE

31. Documents, including reports, approvals, notifications, disapprovals, and other correspondence, to be submitted under this Agreement, may be sent by electronic transmission, U.S. First Class mail, hand delivery, overnight mail, or by courier service to the following addresses or to such addresses as the Applicant or IDEM may designate in writing. Either Party shall provide any written response transmitted electronically as paper copy upon request.

Documents to be submitted to IDEM shall be sent to:

Former MGP Sites Project Manager
Voluntary Remediation Program
100 North Senate Avenue
P.O. Box 6015
Indianapolis, Indiana 46206-6015

Documents to be submitted to the Applicant shall be sent to:

Joe P. Ferry
NiSource Corporate Services
200 Civic Center Drive
Columbus, Ohio 43215
(614) 460-4849

IX. COMPLIANCE WITH APPLICABLE LAWS

32. All work undertaken by the Applicant pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and local laws, ordinances, and regulations, including, but not limited to, all applicable Occupational Safety and Health Administration, Department of Transportation, and Resource Conservation and Recovery Act regulations. In the event of a conflict in the application of such applicable federal, state, or local laws, ordinances,

or regulations, the Applicant shall comply with the more/most stringent of such laws, ordinances, or regulations, unless provided otherwise in writing by IDEM.

33. As allowed by IC § 13-25-4-26, a State or local permit may not be required for the part of a VRP cleanup that is conducted entirely at the site of the release or threatened release. If the Applicant wishes to utilize this permit waiver, Applicant shall identify in the Remediation Work Plan the specific permit(s) for which Applicant seeks a waiver and any applicable or relevant and appropriate standard(s), requirement(s), criteria or limitation(s) associated with such permit(s). Unless otherwise agreed to by IDEM through its approval of the Remediation Work Plan, Applicant agrees to comply with the substantive elements of any such legally applicable or relevant and appropriate standard(s), requirement(s), criteria or limitation(s) notwithstanding the waiver of the associated permit under IC § 13-25-4-26. If, prior to IDEM's approval of the Remediation Work Plan, Applicant undertakes an activity on a Site for which a permit would be required but for IC § 13-25-4-26, Applicant may be subject to appropriate enforcement action by IDEM. Where it is determined that a permit is otherwise required by federal, State or local law, Applicant shall submit timely and complete applications and shall be responsible for taking all other actions necessary to obtain any such permits or approvals.

34. Nothing in IC 13-25-5 relieves Applicant of any applicable obligations or responsibilities under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, including, but not limited to, the duty to meet any RCRA permit conditions, financial responsibility, closure, post-closure or corrective action, regardless of whether the Remediation Work Plan addressed the contaminants or property at issue.

35. Nothing in this Agreement, the Certificate of Completion, or the Covenant Not to Sue shall be construed to relieve the Applicant of any natural resource damage liability arising from contaminants, even if addressed by the Remediation Work Plan, including under the following authorities: 42 U.S.C. § 9601 *et seq.*, 33 U.S.C. § 2701 *et seq.*, IC § 13-25-4-8, or any common law theories of public trust doctrine in Indiana. Applicant agrees that the period from the Effective Date of this Agreement until the Agreement is terminated or satisfied shall toll all statutes of limitations applicable to the contaminants addressed by the Remediation Work Plan.

36. A Certificate of Completion and Covenant Not to Sue issued under Section XXV (Withdrawal of Sites, Termination and Satisfaction) shall not release Applicant from liability for claims for natural resources damages. Applicant may devise and carry out a plan for restoration, rehabilitation, replacement, or acquisition of equivalent natural resources or pay to the State the value of the natural resources, as determined by the Natural Resource Trustees. The plan may be developed and implemented as part of a Remediation Work Plan. If Applicant wishes to address natural resource damages in a Remediation Work Plan, Applicant shall so indicate in the notice to the State and Federal Natural Resources Trustees per Section X (Interagency Coordination).

37. After receiving notice of Applicant's desire to address natural resource damages, the Natural Resources Trustees may perform a pre-assessment screen for injury to, destruction of, or loss of natural resources. The Applicant expressly agrees to reimburse IDEM for any and all costs incurred by either IDEM or the Indiana Department of Natural Resources in performing the pre-assessment screen. The Applicant will perform the assessment of damages based on the pre-assessment screen. This Agreement and the Covenant Not to Sue issued hereunder do not alter

the liability of Applicant or any other person to the federal government for claims of natural resource damages under any federal law.

X. INTERAGENCY COORDINATION

38. The following agencies may have an interest in a Remediation Work Plan because they may have concurrent jurisdiction over the Site:

1. Indiana Department of Natural Resources
Executive Office Room 256
402 West Washington, Indianapolis, Indiana 46204
Attn: Mr. John M. Davis
Phone: (317) 232-4025
Fax: (317) 233-4579
2. Indiana State Department of Health
Epidemiology Resource Center, 3-D
2 North Meridian Street
Indianapolis, Indiana 46204
Phone: (317) 233-7162
Fax: (317) 233-7378
3. Fire Prevention and Building Safety Commission
Office of the Fire Marshal, Room E-241
402 West Washington Street
Indianapolis, Indiana 46204
Phone: (317) 232-2222
Fax: (317) 233-0307
4. U.S. Department of Interior
Fish & Wildlife Service
Bloomington Ecological Services Field Office
620 South Walker Street
Bloomington, Indiana 47403-2102
Telephone: (812) 334-4261
Fax: (812) 334-4273

39. The Applicant shall provide notice to these agencies of the submission of each Remediation Work Plan by sending them a copy of each Remediation Work Plan Executive Summary, a Site map, and the names of the Project Managers for IDEM and Applicant. Any of the above named agencies that wish to review the Remediation Work Plan shall be given an opportunity by IDEM to comment during the time that IDEM is reviewing the Remediation Work Plan. IDEM shall consider any comments from state agencies that are received at least thirty (30) days prior to the deadline established in this Agreement for approval or rejection of the Remediation Work Plan. If Applicant elects to address natural resource damages in the Remediation Work Plan, Applicant shall so notify the State and Federal Natural Resources Trustees within sixty (60) days prior to submission of the Remediation Work Plan to IDEM.

Failure to notify the State and Federal Natural Resources Trustees within sixty (60) days prior to the submission of a Remediation Work Plan to IDEM shall not serve to bar Applicant from addressing natural resource damages in the future.

XI. DESIGNATED PROJECT MANAGER

40. On or before the Effective Date of this Agreement, IDEM and the Applicant shall each designate a Project Manager for each Site. Each Project Manager shall be responsible for overseeing the implementation of this Agreement for that Site. The IDEM Project Manager will be the designated IDEM representative at each of the Sites. To the maximum extent possible, communications between the Applicant and IDEM and all documents (including reports, approvals, and other correspondence) concerning the activities performed pursuant to this Agreement shall be directed through the Project Managers. During implementation of this Agreement, the Project Managers shall, whenever possible, operate by consensus and shall attempt in good faith to resolve disputes informally through discussion of the issues. Each Party has the right to change its respective Project Manager, which Party shall notify the other Party of the change in writing and in a timely fashion.

41. The IDEM Project Manager shall have the authority to halt, conduct, or direct any work required by this Agreement and/or any response actions or portions thereof if Site conditions present an imminent and substantial threat to human health or the environment. In the event that the IDEM Project Manager halts work pursuant to this paragraph, the schedule of work described in the Remediation Work Plan and this Agreement shall be modified accordingly, or IDEM may withdraw its approval of the Remediation Work Plan pursuant to Section XVIII (Reservation of Rights).

42. The absence of the Applicant's or IDEM's Project Manager from any Site shall not be cause for the stoppage of work. The Applicant's Project Manager or his or her supervisor shall reasonably be available by telephone while work is being performed at any Site. The Applicant's Project Manager shall designate a person to be in charge who will be available at a Site when work is being performed at the Site.

XII. QUALITY ASSURANCE

43. The Applicant shall use quality assurance, quality control, and chain of custody procedures in accordance with the Quality Assurance Project Plan approved for use by IDEM throughout any sample collection and analysis activities under this Agreement, unless IDEM agrees otherwise.

44. Applicant shall provide the IDEM Project Manager with reasonable advance notice of all sampling and analysis as detailed in the Investigation or Remediation Work Plans. IDEM requires the presence of an IDEM representative during any sampling that the Applicant uses as confirmation sampling; provided that confirmation sampling may proceed without an IDEM representative present if the Applicant has given the IDEM Project Manager at least 14 days advance notice of the commencement of confirmation sampling. To provide quality assurance and maintain quality control, the Applicant shall do each of the following.

(a) Applicant shall allow IDEM personnel and/or IDEM-authorized representatives reasonable access to laboratories and personnel utilized by the Applicant for analyses.

(b) Applicant shall ensure that all sampling and analyses are performed according to U.S. EPA methods, the approved Quality Assurance Project Plan, or other methods deemed satisfactory by IDEM.

(c) Applicant shall ensure that any laboratories used by the Applicant for analyses participate in a documented Quality Assurance/Quality Control program that complies with U.S. EPA guidance documents. As part of such a program, and upon request by IDEM, such laboratories shall perform analyses of samples provided by IDEM to demonstrate the quality of analytical data for each such laboratory.

(d) Applicant shall perform confirmatory sampling at a Site for all contaminants and all media for which a Certificate of Completion and Covenant Not to Sue are sought. Applicant shall specify in each Remediation Work Plan the means of taking confirmatory samples and notify IDEM personnel a minimum of fourteen (14) days prior to taking confirmatory samples.

45. IDEM reserves the right to reject any data not gathered consistent with the requirements of this section and Section XIII (Sampling and Data/Document Availability) and to require that the Applicant utilize a different laboratory.

XIII. SAMPLING AND DATA/DOCUMENT AVAILABILITY

46. The Applicant shall, upon request, make the results of all sampling, including raw data, and/or tests or other data generated by the Applicant, or on the Applicant's behalf, available to IDEM. IDEM will make available to the Applicant the quality assured results of sampling and/or tests or other data similarly generated by IDEM. The Parties agree that this information may be stored electronically, however each Party will provide paper copy to the other upon request.

47. At the request of IDEM, the Applicant shall provide to IDEM (and/or its authorized representative) splits or duplicates of any samples collected by the Applicant pursuant to the implementation of this Agreement. At the request of the Applicant, IDEM (or its authorized representative) shall provide split or duplicate samples to the Applicant of any samples collected by IDEM and/or its authorized representative pursuant to the implementation of this Agreement. Each Party shall notify the other in advance of any sample collection activity.

XIV. ACCESS

48. To the extent that a Site or other areas where work is to be performed hereunder are presently owned or controlled by parties other than those bound by this Agreement, the Applicant shall obtain or shall use its best efforts to obtain access agreements from the present owners consistent with this Agreement. Best efforts shall include, at a minimum, a certified letter from Applicant to the present owner of such property requesting access agreements to permit Applicant, IDEM and its authorized representatives access to such property. Any such access agreements shall be incorporated by reference into this Agreement. Such agreements shall provide access for IDEM and authorized representatives of IDEM, as specified below. In the event that access to any Site is not obtained, the Applicant shall so notify IDEM, which may, at its discretion, assist the Applicant in gaining access. Notwithstanding Paragraph 81 of this Agreement, either party may withdraw a Site from this Agreement should the Applicant's inability to gain access to a Site or other areas materially affect the Applicant's ability to perform the work required herein. If either Party withdraws a Site from this Agreement under this paragraph, such Site may still be subject to enforcement action by IDEM.

49. The Applicant shall obtain for authorized representatives of IDEM access to any Site and other areas where work is to be performed at all reasonable times. Such access shall be related solely to the work being performed on the Site and shall include, but not be limited to: inspecting records, operating logs, and contracts related to the Site; reviewing the progress of the Applicant in carrying out the terms of this Agreement; conducting such tests, inspections, and sampling as IDEM may deem necessary; using a camera, sound recording, or other documentary equipment for field activities; and, verifying the data submitted to IDEM by the Applicant hereunder. The Applicant shall permit IDEM's authorized representatives to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, which pertain to this Agreement and over which the Applicant exercises control. All persons with access to a Site pursuant to this Agreement shall comply with the approved Health and Safety Plan and established health and safety protocols for that Site.

50. Nothing herein shall be construed as restricting the inspection or access authority of IDEM under any law or regulation. Furthermore, nothing herein shall be construed as restricting the authority of IDEM to abate any pollution or contamination at a Site.

XV. RECORD PRESERVATION

51. The Applicant agrees to preserve, during the pendency of this Agreement and for a minimum of six (6) years after its termination, all records and documents in possession or control of Applicant or its employees that relate to the subject matters covered by this Agreement. Applicant may store the records in electronic or other format. Upon request by IDEM, the Applicant shall make available to IDEM such records or copies of any such records. After this six (6) year period, the Applicant shall notify IDEM in writing thirty (30) days prior to the destruction of any such documents. At that time, if IDEM requests that some or all documents be preserved for a longer period of time, the Applicant shall provide IDEM with the documents that IDEM wishes to preserve.

52. Applicant may assert a confidentiality claim with respect to any or all of the information requested or submitted pursuant to this Agreement, pursuant to applicable laws and rules including IC § 13-14-11, IC § 5-14-3, and 329 IAC 6.1-3. Applicant shall adequately substantiate any assertion of confidentiality when the assertion is made. Information determined to be confidential by IDEM shall be disclosed only to the extent permitted by law. If no such confidentiality claim accompanies the information when it is submitted to IDEM, it may be made available to the public by IDEM without further notice to the Applicant. Applicant agrees not to assert any confidentiality claim with regard to any physical or analytical data.

53. Notwithstanding any other provision in this Agreement to the contrary, it is not the intention of the Parties to require or compel Applicant to waive any applicable statutory or common law privilege, and Applicant shall not be required to submit documents or records protected by any statutory or common law privileges or work-product doctrine except that Applicant shall not assert such privilege with respect to any sampling, monitoring and analytical data developed under this Agreement.

XVI. DISPUTE RESOLUTION

54. This Section (Dispute Resolution) shall apply to any dispute arising under any section of this Agreement, unless specifically excepted.

55. The Parties shall use their best efforts, in good faith, to resolve all disputes or differences of opinion informally. If, however, disputes arise concerning this Agreement which the Parties are unable to resolve informally, the Applicant may present written notice of such dispute to IDEM and set forth specific points of dispute and the position of the Applicant. This written notice shall be submitted no later than five (5) business days after the Applicant discovers the Project Managers are unable to resolve the dispute. The Applicant's Project Manager will notify IDEM's Project Manager immediately by phone or other appropriate method of communication, prior to written notice, when s/he believes the Parties are unable to resolve a dispute.

56. Within ten (10) business days of receipt of such a written notice, IDEM shall provide a written response to the Applicant setting forth its position and the basis therefor. During the five (5) business days following the receipt of the response, the Parties shall attempt to negotiate in good faith a resolution of their differences.

57. Following the expiration of the time periods described in the immediately preceding paragraph, if IDEM concurs with the position of the Applicant, the Applicant shall be notified in writing. This Agreement and the Remediation Work Plan shall be modified to include any necessary extensions of time or variances of work. If IDEM does not concur with the position of the Applicant, IDEM, through the Commissioner, shall make a determination regarding the dispute, based upon and consistent with the terms of this Agreement, and shall provide written determination of such resolution to the Applicant. In the event that such determination is not acceptable to either Party, either Party may submit the dispute to an impartial third party for mediation as provided by Rule 2 of the Indiana Rules of Alternative Dispute Resolution ("ADR Rules") in the following manner:

(a) The Parties shall select a mediator as provided ADR Rules. In addition to the qualifications required by the ADR Rules, the mediator shall have experience in environmental issues.

(b) The dispute shall be initially submitted to the mediator via a written request for dispute resolution through mediation; the written request shall be issued within ten (10) business days after notification of the Parties of IDEM's final determination of the dispute, as provided by Paragraph 57(a) of this Section (Dispute Resolution). The request for assistance shall include the written determination of the Commissioner issued pursuant to Paragraph 57(a) and the documents specified in Paragraphs 55 and 56 of this Section (Dispute Resolution). A copy of the written request shall be delivered to the other Parties at the time the request is made.

(c) Each Party may submit to the mediator a confidential statement as provided by ADR Rule 2.7.

(d) The mediation process shall be conducted in accordance with the ADR Rules in any aspect not covered by this Agreement.

(e) The mediator and the Parties shall proceed with reasonable promptness to resolve the dispute.

(f) All communications, whether oral or written, between the mediator and the Parties, shall be kept confidential in accordance with ADR Rule 2.11, and to the extent allowed under Indiana law.

(g) The cost of the mediator shall be included in the administrative costs paid by the Applicant. IDEM's reasonable costs of mediation shall be included in the administrative costs paid by the Applicant, except to the extent that the mediator determines that IDEM acted unreasonably, in which case IDEM shall pay its costs of mediation determined by the mediator to be unreasonable. The Applicant shall pay the Applicant's costs of mediation.

58. If either Party determines or the mediator declares that the dispute cannot be resolved through the mediation process, the Parties retain all rights under the Indiana Administrative Orders and Procedures Act, IC § 4-21.5.

59. Until the dispute is resolved, any actions concerning that element of work in dispute shall be halted. The resolution of the dispute shall be incorporated into the Remediation Work Plan and made an enforceable part thereof. The time schedule for the work in dispute shall be extended by the amount of time needed for resolution. Elements of work and/or obligations not affected by the dispute shall be completed in accordance with the schedule contained in the Remediation Work Plan.

60. Elements of work and any actions required as a result of such dispute resolution shall immediately be incorporated, if necessary, into the appropriate plan or procedure, and into this Agreement. The Applicant shall proceed with all remaining work according to the modified plan or procedure.

XVII. FORCE MAJEURE

61. The Applicant shall cause all work or required reporting to be performed within the time limits set forth herein, unless performance is delayed by events that constitute a force majeure. For purposes of this Agreement, a force majeure is an event arising from circumstances beyond the reasonable control of the Applicant which delays performance of any obligations required by this Agreement. Increases of costs shall not be considered an event of force majeure.

62. The Applicant shall notify IDEM by calling and/or emailing IDEM's Project Manager within three (3) business days and by writing no later than ten (10) business days after any event that the Applicant contends is a force majeure. Such notification shall describe the anticipated length of the delay, the cause or causes of the delay, the measures taken or to be taken by the Applicant to minimize the delay, and the timetable by which these measures will be implemented. The Applicant shall have the burden of demonstrating that the event is a force majeure. The Commissioner shall make the decision of whether an event is a force majeure. This decision shall be promptly communicated to Applicant.

63. If a delay is attributable to a force majeure as determined in this section, the time period for performance under this Agreement shall be extended by IDEM, in writing, by the amount of time that is attributable to the event constituting the force majeure.

XVIII. RESERVATION OF RIGHTS

64. IDEM and Applicant reserve all rights and defenses they may have pursuant to any available legal authority unless expressly waived herein.

65. Nothing herein is intended to release, discharge, or in any way affect any claims, causes of action, or demands, in law or in equity, that the Parties may have against any person, firm, partnership, or corporation, not a Party to this Agreement, for any liability it may have arising out of, or relating in any way to, the generation, storage, treatment, handling, transportation, release, or disposal of any materials, hazardous substances, hazardous waste, contaminants, or pollutants at, to, or from the Sites. The Parties to this Agreement expressly reserve all rights, claims, demands, and causes of action they have against any and all other

persons and entities who are not Parties to this Agreement, and as to each other for matters not covered in this Agreement.

66. The Applicant reserves the right to seek contribution, indemnity, or any other available remedy against any person found to be responsible or liable for contributions, indemnity, or otherwise for any amounts which have been or will be expended by the Applicant in connection with any Sites.

67. To the extent consistent with IC § 13-25-5, IDEM reserves the right to bring an action, including an administrative action, against Applicant for any violations of statutes or regulations except for the specific violations releases or threatened releases that are being remediated in a Remediation Work Plan.

68. Pursuant to IC § 13-25-5, IDEM may withdraw its approval of a Remediation Work Plan at any time during the implementation of the Remediation Work Plan if:

- (a) IDEM determines that the Applicant has failed to substantially comply with the terms and conditions of this Agreement or the Remediation Work Plan;
- (b) The Applicant declines to implement the Remediation Work Plan after being notified of its approval by IDEM; or
- (c) IDEM determines that a hazardous substance or petroleum has become an imminent or substantial threat to human health or the environment.

Upon withdrawal of its approval, this Agreement shall be terminated with respect to that Site only, and IDEM reserves the right to bring any action to enforce any statute or regulation under Title 13 of the Indiana Code regarding any violations, releases or threatened releases that are the subject of the Remediation Work Plan for which approval is withdrawn by IDEM.

69. IDEM acknowledges that, pursuant to IC § 13-25-5-20(b), Applicant, upon receipt of the Certificate of Completion, is not liable for claims for contribution concerning matters addressed in a Remediation Work Plan or the Certificate of Completion.

XIX. ADMINISTRATIVE COSTS

70. Applicant agrees to reimburse IDEM for all of its Administrative Costs associated with implementation of this Agreement. Exhibit C contains an itemized list of estimated Administrative Costs that IDEM expects to incur under this Agreement. This estimate does not bind IDEM to a maximum cost that IDEM is entitled to bill the Applicant under this Agreement.

71. IDEM shall routinely, but not less often than annually, send an accounting of IDEM's Administrative Costs to Applicant. With respect to each site, at a minimum, the accounting shall itemize all Administrative Costs incurred by IDEM for such site; indicate the time period covered by such accounting; and describe the nature of the work performed by IDEM, its employees and contractors, for which reimbursement is sought. Unless it requests additional detail respecting the accounting, Applicant shall pay these Administrative Costs within thirty

(30) days of receipt of the accounting. Interest shall accrue at a rate of one half percent (1/2 %) per month of delinquency. Applicant understands that IDEM may incur Administrative Costs after this Agreement is satisfied. IDEM may issue the Certificate of Completion and Covenant Not to Sue before IDEM has accounted for all Administrative Costs. Therefore, Applicant further understands that the Applicant may receive bills after the Certificate of Completion and the Covenant Not to Sue has been issued.

72. Checks shall be made payable to the Voluntary Remediation Fund and be mailed, along with a transmittal letter stating the Site name, number, and address to:

Indiana Department of Environmental Management
Attention: Cashier
100 North Senate Avenue
P.O. Box 7060
Indianapolis, Indiana 46207-7060

In addition, a copy of the check and transmittal letter shall be mailed to IDEM's Project Manager.

73. Administrative Costs include all costs of IDEM's oversight of this Agreement and the work contemplated herein including, but not limited to, costs for compliance monitoring (such as the collection and analysis of split or duplicate samples, inspection of Applicant's activities, and Site visits), review and approval or disapproval of reports, discussions regarding disputes that may arise as a result of this Agreement, and the costs of dispute resolution as provided in Section XVI (Dispute Resolution). Administrative Costs for salary, benefits and indirect costs of IDEM personnel shall be calculated at a rate of \$65 (sixty-five dollars) per hour or fractional rate thereof. As authorized by IC § 13-25-5-8(a), IDEM considers this rate to be reasonable and necessary for the effective and efficient implementation of the Voluntary Remediation Program and to ensure that IDEM meets its obligations and all other expenses. Administrative Costs shall also include the actual costs of IDEM's expenses including, but not limited to, copying of documents, travel, laboratory or sampling costs, and retention of a qualified person to oversee the Applicant's work under this Agreement and review of the Remediation Work Plan and other documentation. IDEM will not issue the Certificate of Completion or the Covenant Not To Sue before the payment of any Administrative Costs that are due and payable. Costs incurred prior to and after satisfaction of this Agreement must be paid regardless of the issuance of the Certificate of Completion and the Covenant Not To Sue.

74. In the event that this Agreement is terminated for any reason, Applicant agrees to reimburse IDEM for all of its Administrative Costs incurred to the time of termination. IDEM agrees to reimburse Applicant any unused portion of the application fee in accordance with IC § 13-25-5-8(b)(2).

XX. COMMUNITY RELATIONS

75. In addition to performing the requirements specified in the Community Relations Plan in the Applicant's Remediation Work Plan, the Applicant shall cooperate with IDEM in providing information about a Remediation Work Plan to the public. IDEM will give the

Applicant reasonable advance notice of and may require the Applicant's or its agent's attendance at any such public meetings it may hold or sponsor at times and locations which are agreed upon by IDEM and the Applicant.

76. Before the Commissioner may approve or disapprove a Remediation Work Plan, the Commissioner shall provide thirty (30) days for public comment pursuant to IC § 13-25-5-11.

77. IDEM shall maintain a public information file containing a Remediation Work Plan during the thirty (30) day Public Comment period at a public repository near each Site. Applicant shall provide the location of a suitable public repository in accordance with applicable guidance.

XXI. NOTICE OF BANKRUPTCY

78. As soon as Applicant has knowledge of its intention to file bankruptcy or no later than seven (7) days after the actual filing of a voluntary or involuntary bankruptcy petition, Applicant shall notify IDEM of the filing of a bankruptcy petition. IDEM shall be notified as a creditor in the bankruptcy.

XXII. INDEMNIFICATION

79. The Applicant agrees to indemnify and hold the State of Indiana, its agencies, departments, agents; and employees, harmless from any and all claims or causes of action arising from, or on account of, acts or omissions of the Applicant, its officers, employees, receivers, trustees, agents, or assigns, in carrying out the activities pursuant to this Agreement.

XXIII. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

80. The Effective Date of this Agreement shall be the date on which the Commissioner signs this Agreement.

81. This Agreement may be amended by mutual agreement of IDEM and the Applicant. Amendments shall be in writing and shall be effective when signed by the Commissioner.

XXIV. EXTENSIONS OF TIME PERIODS

82. Any written response shall be deemed timely performed if hand delivered or postmarked by the last day of any time period prescribed herein. Written submissions may also be transmitted electronically. Electronic submission shall be deemed timely performed if transmitted by the sender no later than 4:00 p.m. Eastern Time. Whenever a Party has the right or an obligation to do some act or make some response within a prescribed period after the service of a notice by mail, three (3) days shall be added to the prescribed period. Either Party shall provide any written response transmitted electronically as paper copy upon request.

83. Whenever any Party is called upon to respond or otherwise act in a certain number of days, and the final day occurs on a Saturday, Sunday or legal holiday (whether state or national),

such time limitation shall automatically extend to the next business day after such Saturday, Sunday or legal holiday.

84. Any time periods specified in this Agreement or its Exhibits may be extended only by agreement of the Parties.

XXV. WITHDRAWAL OF SITES, TERMINATION AND SATISFACTION

85. Applicant may at any time terminate this Agreement with respect to any Site, in which case the obligations of the Parties under this Agreement shall cease with respect to such Site, except that Applicant shall continue to be responsible for its obligations under Sections XV (Record Preservation) and XIX (Administrative Costs). The Applicant's termination of this Agreement with respect to any Site or Sites shall not affect the obligations of the Parties with respect to any other Site under this Agreement.

86. The provisions of this Agreement shall be satisfied as to each Site when IDEM issues a Certificate of Completion to the Applicant for that Site and shall continue for the other Sites listed in Exhibit A until the Agreement is terminated or it expires. Termination or satisfaction of this Agreement does not end the obligations found in Section XV (Record Preservation) or Section XIX (Administrative Costs). The Parties understand that IDEM will issue the Certificate of Completion to the Applicant only on a Site-by-Site basis. The Applicant may choose to exclude from this Agreement a Site (or Sites) listed in Exhibit A by written notice to the Commissioner of its withdrawal. Such withdrawal will extinguish the protection of IC § 13-25-5-18(e) as to that Site (or Sites) and will terminate the Agreement as to the withdrawn Site(s).

87. Nothing in this Agreement shall restrict the State of Indiana from seeking other appropriate relief to protect human health or the environment from pollution or contamination at or from any Sites not remediated in accordance with this Agreement.

88. After IDEM issues the Certificate of Completion, the Governor's Office shall provide Applicant with a Covenant Not to Sue pursuant to IC § 13-25-5-18. The Covenant Not to Sue shall contain a listing of the specific work and contaminants covered. The Parties understand that the Governor's Office will issue the Covenant Not to Sue to the Applicant only.

XXVI. PRECEDENCE OF AGREEMENT

89. In the event that conflict arises among the terms and conditions of this Agreement or an approved Remediation Work Plan, this Agreement shall govern and the terms and conditions hereunder shall determine the Parties' rights and responsibilities.

90. This Agreement, including any exhibits or attachments, constitutes the entire agreement of the Parties and shall supercede and replace all prior and contemporaneous agreements and understandings, written or oral, regarding the Sites.

IN WITNESS WHEREOF, the following hereby execute this Voluntary Remediation Agreement:

For the Applicant:

Northern Indiana
Public Service Company
Applicant

Gabriel M. Rodriguez
Attorney for the Applicant (please type)

By: Mark T. Maussel

By: Gabriel M. Rodriguez

Title: President

Title: Attorney of Record

Date: Jan. 13, 2004

Date: January 15, 2004

For the Indiana Department of Environmental Management:

TECHNICAL RECOMMENDATION:

APPROVED FOR LEGALITY AND FORM:

By: Peggy Dorsey
Peggy Dorsey
Section Chief
Voluntary Remediation Program

By: THOMAS W. BAKER
Meredith Gramelspacher
Remediation Section
Office of Legal Counsel

Date: Jan 21, 2004

Date: JANUARY 29, 2004

Approved and adopted by the Indiana Department of Environmental Management

this 30th day of JANUARY, 2004.

Bruce H. Palin
Bruce H. Palin
Deputy Assistant Commissioner
Office of Land Quality

Exhibit A

**Former Manufactured Gas Plant Sites to be addressed Under Voluntary Remediation Agreement
between the Indiana Department of Environmental Management and Northern Indiana Public
Service Company (NIPSCO)**

**Fort Wayne (Hale Avenue), Indiana IDEM Project # 6031204
1501 Hale Avenue**

**Goshen, Indiana IDEM Project # 6031208
312 North 5th Street**

**LaPorte, Indiana IDEM Project # 6031207
102 Park Street**

**Peru (LOA), Indiana IDEM Project # 6031202
1202 West Main Street**

**Plymouth, Indiana IDEM Project # 6031206
500 West Monroe Street**

**Rochester, Indiana IDEM Project # 6031205
Indiana Avenue and 8th Street**

**South Bend (Pennsylvania Avenue), Indiana IDEM Project #6031203
1039 East Pennsylvania Avenue**

Exhibit B

Site Priority, Status and Timeframes for Achieving Voluntary Remediation at MGP Sites Listed in Exhibit A

2004 Schedule *

Site	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Comments
Fort Wayne LOA	GW Monitoring	Sediment Sampling	Phase II Data Gaps Investigation		Phase II Report Submittal in 1st half of 2005
Goshen		Supplemental GW Investigation	Supplemental GW Investigation	GW Investigation Report	CNS Issued for Soil Removal and schedule includes quarterly GW monitoring
LaPorte			GW Monitoring		Review Prior investigation and removal work with IDEM
Peru LOA			GW Monitoring	Phase II Data Gaps Work Plan Submittal	Phase II Data Gap Investigation 2005
Plymouth	Phase II Field Work	Phase II Field Work/Reporting		Submit Phase II Report	
Rochester					No Action in 2004, Phase I 2009
South Bend LOA		GW Monitoring			Phase II in 2006

Notes

- * NIPSCO will provide monthly electronic updates for six months subsequent to the execution of the Agreement concerning its progress in enrolling Non-owned Sites and obtaining access to those Non-owned Sites.
NIPSCO will meet annually with IDEM in January, if at all possible, to discuss the progress made at the Sites and to modify Exhibit B as necessary.

Exhibit B

Site Priority, Status and Timeframes for Achieving Voluntary Remediation at MGP Sites Listed in Exhibit A

2005-2010 Schedule***

Site	2005	2006	2007	2008	2009	2010
Fort Wayne LOA	Address data gaps with supplemental investigation if needed	Feasibility Study & Risk Assessment	RWP**	Remediation	Remediation	
Goshen	Feasibility Study/Risk Assessment/FWP	Remediation				
LaPorte	Address data gaps with supplemental investigation if needed.	Feasibility Study/Risk Assessment/RWP		Remediation		
Peru LOA	Address data gaps with supplemental investigation if needed	Feasibility Study/Risk Assessment	RWP & Remediation	Remediation		
Plymouth	Feasibility Study & Risk Assessment	RWP & Start Remediation	Remediation			
Rochester					Supplemental Phase I Remediation	Phase II if needed Remediation
South Bend LOA		Phase II	Feasibility Study/Risk Assessment	RWP	Remediation	

Notes

* Note: City redevelopment issues may impact schedule

** RWP = Remedial Work Plan and is a formal submittal under the VRP

*** Includes submission of work plans, implementation of approved work, and reporting

NIPSCO will meet annually with IDEM in January, if at all possible, to discuss the progress made at the Sites and to modify Exhibit B as necessary.

Exhibit B

Site Priority, Status and Timeframes for Achieving Voluntary Remediation at MGP Sites Listed in Exhibit A

2004 Schedule*

Site	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Comments
Kokomo HQ			GW Monitoring		Data Gaps investigation in 2005

Notes

- * Kokomo will provide monthly updates for six months subsequent to the execution of the Agreement concerning its progress in obtaining access with respect to the Non-owned Sites.
- Kokomo will meet annually with IDEM in January, if at all possible, to discuss the progress made at the Sites and to modify Exhibit B as necessary.

2005-2010 Schedule***

Site	2005	2006	2007	2008	2009	2010
Kokomo HQ	Address data gaps with supplemental investigation if needed	Feasibility Study/Risk Assessment/RWP	Remediation			

Notes

- * Note: City redevelopment issues may impact schedule
- ** RWP = Remedial Work Plan and is a formal submittal under the VRP
- *** Includes submission of work plans, implementation of approved work, and reporting
- Kokomo will meet annually with IDEM in January, if at all possible, to discuss the progress made at the Sites and to modify Exhibit B as necessary.

Exhibit C

**NON-BINDING COST ESTIMATE
MANUFACTURED GAS PLANT SITES:**

The scope of this project is to review and provide oversight for the voluntary remediation of the manufactured gas plants in Indiana. These services will include the following:

Risk Assessment Review
Phase II Site Investigation Report Review
Implementation Oversight
Remediation Work Plan Review and Approval
Completion Determination
(IDEM Confirmatory Sampling Costs - Not Included)

Total: \$ 20,000 per site

IDEM Customer Data Form

IDEM use only

Program Code

6031202

Instructions:

In order to process your Voluntary Remediation Agreement (VRA), you must provide the information requested below and include this form with your VRA packet.

"Bill To" : Indicate the specific person IDEM is to send payment requests to and will serve as the billing contact.

"Remit From" : Indicate who the payment is going to come from as IDEM recognizes payment may come from a person or entity other than who the bill was sent to.

~ PLEASE PRINT LEGIBLY ~

Thank you

"BILL TO" Information

"REMIT FROM" Information

COMPANY NAME:	NIPSCO	COMPANY NAME:	NIPSCO
FEDERAL TAX I.D. #		FEDERAL TAX I.D. #	
EIN (Preferred) or SSN		EIN (Preferred) or SSN	000177797
ADDRESS: (line 1)	801 E. 86TH AVENUE	ADDRESS: (line 1)	
(line 2)		(line 2)	
(line 3)		(line 3)	
CITY:	MERRILLVILLE IN 46410	CITY:	
STATE:	IN	STATE:	
ZIP:	46410	ZIP:	
CORRESPONDENT'S NAME:	DANIEL SULLIVAN	CORRESPONDENT'S NAME:	
PHONE#	219-647-5248	PHONE#	
(area code)		(area code)	
FAX#	219-647-5271	FAX#	
(area code)		(area code)	