

**CONSENT ORDER AND AGREEMENT**

*BETWEEN*

**PPL GAS UTILITIES CORPORATION, PPL ELECTRIC UTILITIES  
CORPORATION  
AND PPL GENERATION LLC,**

*and*

**COMMONWEALTH OF PENNSYLVANIA,  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

February 14, 2005

## TABLE OF CONTENTS

	<i>Page</i>
<u>Background</u> .....	1
1. <u>Order of the Department</u> .....	7
2. <u>Definitions</u> .....	7
3. <u>Scope of the Consent Order and Agreement</u> .....	12
4. <u>Planning and Additional Meetings</u> .....	13
5. <u>Site Prioritization</u> .....	15
6. <u>MGP Phase IIA Assessments</u> .....	15
7. <u>MGP Phase IIB Assessments</u> .....	16
8. <u>Interim Response Action at MGP Sites</u> .....	17
9. <u>MGP Supplemental Investigations</u> .....	18
10. <u>Well Survey at MGP Sites</u> .....	18
11. <u>MGP Remedy Design Plans</u> .....	19
12. <u>Final Report at MGP Sites</u> .....	21
13. <u>Operation and Maintenance Plans at MGP Sites</u> .....	22
14. <u>Reports and Work Plans Associated with Compressor Station Sites</u> .....	23
15. <u>Reports and Work Plans Associated with Meter/Regulator Sites</u> .....	24
16. <u>Submissions</u> .....	24
17. <u>Approval of Submissions</u> .....	25
18. <u>Re-prioritization Following Incomplete Remediation</u> .....	29
19. <u>Accounting System</u> .....	29
20. <u>Public Involvement at Sites</u> .....	31
21. <u>Site Notices</u> .....	31
22. <u>Permits and Other Applicable Requirements at MGP Sites</u> .....	32
23. <u>Access to Property Not Owned by PPL Parties</u> .....	33
24. <u>Transfer of MGP Sites</u> .....	33

25.	<u>Well Plugging and Well Site Restoration</u> .....	34
26.	<u>Well Plugging Annual Report</u> .....	34
27.	<u>Transfer of Wells</u> .....	35
28.	<u>Correspondence Concerning Well Plugging</u> .....	35
29.	<u>Department Oversight</u> .....	36
30.	<u>Reimbursement of Oversight Costs</u> .....	36
31.	<u>Dispute Resolution</u> .....	38
32.	<u>Department's Right to Take Emergency Action</u> .....	39
33.	<u>Effect on Existing Obligations</u> .....	40
34.	<u>Material Breach</u> .....	40
35.	<u>Designated Contacts and Correspondence</u> .....	41
36.	<u>Force Majeure</u> .....	43
37.	<u>Entire Consent Order and Agreement</u> .....	44
38.	<u>Modifications</u> .....	44
39.	<u>Attorney Fees</u> .....	44
40.	<u>Decisions Under this Consent Order and Agreement</u> .....	44
41.	<u>Titles</u> .....	44
42.	<u>Changes in Law</u> .....	44
43.	<u>Termination</u> .....	45
44.	<u>Claims by PPL Parties Against Third Parties</u> .....	45
45.	<u>Electronic Data Submittal</u> .....	45
	<u>Signature Page</u> .....	46

Exhibit A – PPL Gas Utilities' MGP, Compressor, Meter/Regulator, or Other Sites Lists

Exhibit B – PPL Electric Utilities' MGP or Other Sites List

Exhibit C – PPL Gas Utilities' Well Site List

Exhibit D – Accounting System

Exhibit E – Notification of Well Transfer

Exhibit F – Generic Work Plans (PDF File on attached CD)

## CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement (COA) is entered into and effective as of the 15th day of February, 2005, (the "Effective Date"), by and among the Commonwealth of Pennsylvania, Department of Environmental Protection ("DEP" or the "Department"), PPL Electric Utilities Corporation ("PPL Electric"), PPL Generation, LLC, ("PPL Generation"), and PPL Gas Utilities Corporation ("PPL Gas"), (PPL Electric, PPL Generation, and PPL Gas, hereafter collectively referred to as "PPL Parties").

### Background

A. The Department is the agency with the duty and authority to administer and enforce the Solid Waste Management Act, Act of July 7, 1980, P.L. 380, as amended, 35 P.S. § 6018.101 et seq. ("SWMA"); The Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended, 35 P.S. § 691.1 et seq. ("Clean Streams Law"); the Land Recycling and Environmental Remediation Standards Act, Act of May 19, 1995, P.L. 4, 35 P.S. § 6026.101 et seq. ("LRERSA"); Section 1917-A of the Administrative Code of 1929, Act of April 9, 1929, P.L. 177, as amended, 71 P.S. § 510-17 ("Administrative Code"); the Hazardous Sites Cleanup Act, 35 P.S. §6020.101 et seq. ("HSCA"), the Oil and Gas Act, Act of December 19, 1984, P.L. 1140 as amended, 58 P. S. §§ 601.101 et seq. ("Oil and Gas Act"), and the rules and regulations promulgated thereunder.

B. PPL Electric and PPL Gas are subsidiaries of PPL Corporation, a Pennsylvania corporation headquartered at 2 North Ninth Street, Allentown, Pennsylvania, which is a public utility holding company. PPL Electric used to be known as Pennsylvania Power & Light Company and is primarily engaged in the distribution of electricity. PPL Gas was formerly known as Penn Fuel Gas Inc. ("Penn Fuel"). PPL Corporation acquired Penn Fuel in 1998. Penn Fuel was a public utility holding company with subsidiaries PFG Gas, Inc. and North Penn Gas Company that were primarily engaged in

the distribution of natural gas. In December 2004, PPL's two natural gas distributing subsidiaries - PFG Gas, Inc. and North Penn Gas Company - merged into their parent, PPL Gas Utilities Corporation, to form one distribution company known as PPL Gas. Also in December 2004, a new subsidiary of PPL Gas, known as Penn Fuel Propane, LLC was created and the propane assets of PFG Gas were transferred to that subsidiary.

C. PPL Generation LLC is a Pennsylvania corporation with a registered address of 2 North Ninth St., Allentown, Pennsylvania, and is a wholly owned subsidiary of PPL Corporation. PPL Generation was formed as part of the restructuring of the old Pennsylvania Power & Light Company pursuant to authority granted by Order of the Pennsylvania Public Utility Commission, entered August 27, 1998 (Docket No. 00973954), whereby generating facilities and certain related assets were transferred from the old Pennsylvania Power & Light Company to affiliated limited liability companies. PPL Generation is primarily engaged in the generation of electricity.

#### Site Background

D. As part of the expansion of their service territories, the former Penn Fuel and the former Pennsylvania Power and Light Co. acquired a number of manufactured gas plants ("MGPs") some of which are identified in Exhibits A and B. Exhibits A and B include lists of MGP sites that are owned by PPL or sites owned by a third party with whom PPL has an agreement for addressing the site under this COA. As natural gas became widely available throughout the Commonwealth, the MGP operations ceased. All of the MGP properties have now been put to other uses. The former MGP Sites are located in several DEP regions.

E. In the process of manufacturing gas, one or more industrial waste and solid wastes, including but not limited to, coal tar, coal tar sludges, oils, wood chips and ashes, were generated.

F. Over time and as a natural consequence of upgrading electrical service to its customers, PPL Generation and PPL Electric respectively will retire certain power plants and substations and replace them with new facilities elsewhere. If no longer needed for other purposes, the properties on which these retired

facilities are located – and in some cases the operating facilities themselves – will be sold.

G. Historical operations by PPL Electric, PPL Generation and the subsidiaries of the former Penn Fuel Gas, Inc. have resulted in or may have resulted in soil and/or groundwater contamination at a variety of locations.

H. Any contamination that may be present on or emanating from the MGP sites, power plants, substation or sites of historical operations is a source of potential liability, can render such property unmarketable, and can adversely impact the ability of PPL Electric, PPL Generation and PPL Gas to reuse the land for other purposes.

I. The Department has from time to time in the past required that PPL Electric, PPL Generation and PPL Gas to investigate and, if necessary, remediate environmental contamination arising from historical operations at the sites.

J. Absent the COAs referenced below, the Department would have continued to demand or Order that PPL Electric, PPL Generation and PPL Gas further assess and/or remediate the sites listed in the COAs and PPL Electric, PPL Generation and PPL Gas would have responded on a site-by-site basis.

K. On October 22, 1993, the former Penn Fuel and the Department entered into a Consent Order and Agreement (“1993 COA”) obligating Penn Fuel to conduct the environmental assessments of twenty (20) former MGPS which it owned in Pennsylvania. The 1993 COA contained a Generic Work Plan which has been periodically revised under DEP review and is used to guide work on these sites under the 1993 COA and 1996 COA noted below.

L. On April 27, 1995, the Department and the former Pennsylvania Power & Light Company entered into a Consent Order and Agreement (“1995 CO&A”) requiring the Company to investigate and remediate as necessary the sites covered by the 1995 CO&A.

M. The sites addressed by the 1995 CO&A included approximately 134 sites with potential PCB, oil, coal tar and other contamination. From 1995 – 2000, 54 additional sites were added. Most of these were the result of property repurchases or lease terminations.

N. On March 27, 1996 the former Penn Fuel and the Department entered into a

Consent Order and Agreement (1996 COA) to further address the environmental conditions at the MGP sites and at Well sites as noted below. This 1996 COA was similar to the 1995 CO&A that the Department had entered into with PPL Electric and PPL Generation.

O. In January 2002, and July 2002 respectively, the 1995 CO&A with PPL Electric and PPL Generation and the 1996 COA with PPL Gas was each modified slightly to allow for better coordination of activities under each CO&A and to better align, where possible, with the Act 2 Land Recycling and Remediation Standards regulations and guidance.

P. PPL Gas, PPL Electric, and PPL Generation have conducted a variety of environmental assessments and remediation activities at the sites listed on their respective COAs. As almost all of the sites under the 1995 CO&A (as amended) with PPL Electric and PPL Generation have been completed, the parties believe that it would be more efficient and allow for better coordination if the 1995 CO&A (as amended) with PPL Electric and PPL Generation were terminated and the remaining work for PPL Electric's sites were completed under the 1996 COA (as amended) with PPL Gas. The 1996 COA (as amended) is, therefore, being further modified pursuant to Paragraph 38 herein.

#### Abandoned Wells Background

Q. The Department issued registrations or permits to the former PPL Gas subsidiary, North Penn, for oil and gas wells located in several counties, including Clarion, Forest, Potter, McKean, Tioga, and Venango. Starting in 1988, North Penn embarked on a program whereby the company plugged abandoned oil and gas wells. A total of 216 wells have now been plugged and as of the Effective Date of this COA, 129 wells remain to be plugged. These wells, many of which have not been actively producing for many years, are abandoned wells ("Wells"). A list of the Wells is attached hereto as Exhibit C. PPL Gas is statutorily responsible for the plugging of Wells pursuant to Section 210 of the Oil and Gas Act, 58 P.S. § 601.210.

### Mercury Background

R. As part of the former North Penn's gas delivery pipeline and storage systems, North Penn operated and maintained a number of meter and regulator facilities along its system that in the past contained elemental mercury as part of the operating mechanism of the metering or regulating devices. None of these mercury-containing devices currently exist along PPL Gas' system. North Penn had identified 72 sites at which it had operated mercury-containing devices in the past (Meter/Regulator Sites). As of the Effective Date of this COA, 32 Meter/Regulator Sites remain to be addressed. The meter/regulators at the individual sites formerly contained a small amount of mercury. It is possible that over the operational history of these sites that the mercury in the meters/regulators may have been released to the ground surface.

S. The former PPL Gas subsidiary, PFG, also operated gas delivery pipeline and storage systems that may also have had mercury-containing devices. However, to date, no sites at which such devices may have been operated on PFG's system have yet been identified.

T. Any mercury contamination that may be present at the Meter/Regulator Sites is a source of potential liability and can present a risk to workers or trespassers at these sites.

U. Absent this COA, the Department could have periodically requested or demanded that PPL Gas further assess and/or remediate the Meter/Regulator Sites and PPL Gas would have responded to such requests or demands on a site-by-site basis.

V. The parties now wish to revise the 1996 COA as stated below.

### Purpose

W. By this COA, the PPL Parties and the Department seek to:

(1) prioritize and effectively manage the resources of PPL Parties and the Department by developing and implementing a comprehensive environmental assessment and remediation program at the sites listed hereunder that maximizes risk reduction at an optimum number of these sites in the minimum amount of time;



- (2) protect human health and the environment;
- (3) ensure compliance with applicable environmental requirements; and
- (4) address environmental conditions at the listed sites to facilitate their

current and future use.

X. By this COA, PPL Gas and the Department agree on the Well plugging schedule in Paragraph 25, that provides interim dates by which a proportionate number of Wells will be plugged and a final date by which all the Wells currently covered by this COA will be plugged.

Y. The PPL Parties and the Department have entered into this revised COA to accomplish the above goals and to implement a process, as described in detail herein, which will:

- (1) Assess the sites listed hereunder;
- (2) Rank the listed sites based on, among other things, an assessment of potential environmental and public health impacts;
- (3) Establish a master schedule for proceeding from ranking a site through interim or final resolution;
- (4) Allocate resources to clean up the sites, plug the Wells, and monitor the PPL Parties' overall progress;
- (5) Schedule and implement sites assessments and remediation and Well Plugging;
- (6) Conduct and oversee long term operation and maintenance;
- (7) Provide for open communication between the Department, PPL Parties, and the public in order to expedite efficient plugging of Wells and assessment and, where necessary, remedial action at the listed sites.

### Consent Order and Agreement

After full and complete negotiation of all matters set forth in this Consent Order and Agreement (COA) and upon mutual exchange of covenants herein, the parties intending to be legally bound, it is hereby ORDERED by the Department and AGREED to by PPL Parties as follows:

1. Order of the Department. This COA is an Order of the Department authorized and issued pursuant to Sections 5, 316, 402 and 610 of the Clean Streams Law, 35 P.S. §§ 691.5, 691.316, 691.402, 691.610; Section 602 of SWMA, 35 P.S. § 6018.602; Section 503 of the Oil and Gas Act 58 P. S. § 601.503; and Section 1917-A of the administrative Code, supra. This Amended COA is an administrative settlement under Section 705 (c) of HSCA and also shall be deemed to resolve a civil action or other proceedings under Section 501, 507 and 1101 of HSCA.

2. Definitions

The following terms will have the meanings stated below:

a. "Abandoned Wells" or "Wells" – As defined in Section 103 of the Oil and Gas Act, 58 P.S. § 601.103, any well that has not been used to produce, extract or inject any gas, petroleum or other liquid within the preceding twelve (12) months, or any well for which the equipment necessary for production, extraction or injection has been removed, or any well, considered dry, not equipped for production within sixty (60) days after drilling, redrilling, or deepening, except that it will not include any well granted inactive status. Abandoned Well sites are listed on Exhibit C.

b. "Annual Plan" - The Plan required pursuant to Paragraph 4.

c. "Annual Planning Meeting" - An annual meeting held in the month of November of each year, or as otherwise agreed by the parties, at which the Department and PPL Parties will review the Annual Plan and Master Plan for the succeeding calendar year, in an effort to agree on prioritizing and scheduling of work at the listed sites and the Wells, and address other issues.

d. "CERCLA" - The Comprehensive Environmental Response,

Compensation and Liability Act, 42 U.S.C. § 9601 et. seq.

e. “Compressor Station Site” – Former gas compressor station site, listed on Exhibit A that may be revised from time to time by agreement of the parties, at which a PPL Party formerly operated a compressor station. Listing does not necessarily imply that the site is actually contaminated or that contaminants are present above levels that pose a risk to human health or the environment or that would require remediation or other response actions.

f. “Discretionary Sample” - A field sample taken by any PPL Party at the discretion of the Department’s representative in addition to samples proposed by the PPL Party. Each work plan will provide for discretionary samples to be taken by the PPL Party at the Department’s request. The number of discretionary samples will not exceed two samples or 5% of the total number of samples on a per site basis, whichever is greater.

g. “Engineering Controls” - Remedial actions directed exclusively toward containing or controlling the migration of regulated substances through the environment. These include, but are not limited to, slurry walls, liner systems, caps, leachate collection systems and groundwater recovery trenches.

h. “Environmental Costs” - All net expenditures from a fund set up by PPL Parties to pay for all i) costs under this COA, ii) all other costs incurred by PPL Parties, outside this COA, under federal or state superfund laws or for environmental contamination related to past operations at Retired Facilities as described below. Net expenditures means incurred costs as further defined below, less reimbursements by PRP’s or insurance carriers for incurred costs

Such costs shall include but are not limited to:

- (1) expenditures related to PPL Parties’ sites and to third party sites where a PPL Party is alleged to be a generator of waste found at the site.
- (2) amounts paid in full or partial settlement of or to fully or partially satisfy a judgment on, any environmental claims related to such sites.

(3) salaries and benefits of any personnel, including personnel of PPL Parties, involved in conducting remediation or providing on-site project management services at the following: 1) sites under this COA; 2) federal or state superfund sites; and 3) Retired Facilities.

(4) natural resources damages up to \$500,000 in the aggregate in any year.

Environmental costs shall not include:

(1) payment of penalties or fines.

(2) natural resource damages in excess of \$500,000 in the aggregate in any year.

(3) overhead or personnel salaries or benefits for PPL Parties, except as stated above.

(4) Costs reasonably anticipated by PPL Parties at the time of the Annual Meeting unless such anticipated costs are disclosed to the Department.

i. "Generic Work Plan" -- Standardized procedures developed by PPL Parties and approved by the Department for the assessment and/or remediation of listed sites and plugging of Wells and considered equivalent to those procedures contained in the Manual and Oil & Gas Operators Manual (PADEP Document 550-0300-001) and periodically revised by agreement of the parties.

j. "HSCA" - The Hazardous Sites Cleanup Act, 35 P.S. § 6020.101 et. seq.

k. "Institutional Controls" - A measure undertaken to limit or prohibit certain activities that may interfere with the integrity of a remedial action or result in exposure to regulated substances at a site. These include, but are not limit to, fencing or restrictions on the future use of the site.

l. "Interim Response Action" - Removal, containment or remediation taken

in accordance with Paragraph 8 below.

m. "LRERSA" - The Land Recycling and Environmental Remediation Standards Act, 35 P.S. § 6026.101 et. seq.

n. "Limited Remediation Area" - A portion of a site not fully remediated to the standards in LRERSA due to Operational Limitations and at which the PPL Party is implementing an approved long term operation and maintenance plan pursuant to Paragraph 13.

o. "Manual" - The Land Recycling Program Technical Guidance Manual.

p. "Master Plan" - A plan as described in Paragraph 4 below.

q. "Meter/Regulator Sites" - The sites, listed on Exhibit A that may be revised from time to time by agreement of the parties, at which a PPL Party operated mercury-containing metering or regulating devices along its gas pipeline and storage systems. Listing does not necessarily imply that the site is actually contaminated or that contaminants are present above levels that could pose a risk to human health or the environment or that would require remediation or other response actions.

r. "MGP Sites" - The sites, listed on Exhibits A and B that may be revised from time to time by agreement of the parties, used by a PPL Party or its predecessors for a local gas manufacturing process. Listing does not necessarily imply that the site is actually contaminated or that contaminants are present above levels that could pose a risk to human health or the environment or that would require remediation or other response actions.

s. "O&M Plan" - An operation and maintenance plan (Post-Remediation Care Plan) as described in Paragraph 13 below.

t. "Operational Limitations" - Structural features or components such as underground piping, wiring, conduits, supporting structures, and other equipment which, if disturbed or removed, would substantially diminish the integrity of essential operating equipment and/or endanger the safety of workers or other individuals.

u. "Other Sites" - Sites such as former generation facilities or substations

that may be added to the COA site lists by agreement of the parties.

v. "Phase IIA Investigation" - An investigation at a MGP site conducted in accordance with the Generic Work Plan to assess baseline environmental conditions, including a preliminary characterization of groundwater, soil and, where appropriate, surface water and sediment. This will be documented to the Department in a Phase IIA Report.

w. "Phase IIB Investigation" - An investigation at a MGP site conducted in accordance with the Generic Work Plan to delineate any constituent source areas, determine the extent of any impacted groundwater and soil and assess the potential risk to human health and the environment, including if appropriate, a baseline risk assessment. This will be documented in a Phase IIB Report and under LRERSA will be submitted as part of the Remedial Investigation Report.

x. "QAPP" - The quality assurance project plan approved pursuant to the 1993 COA and periodically revised by agreement of the parties.

y. "Regulated Substances" - A substance as defined in LRERSA.

z. "Routine PCB Sites" - PCB Substation Sites that may be added to the site lists and subsequently identified in the Annual Plan as sites where the parties mutually agree that groundwater contamination is not a concern and at which PPL chooses to implement the presumptive remedy of soil excavation, removal off-site and backfill of the site.

aa. "Section 304 (1) Documents" - The remedial investigation report, risk assessment report, and/or cleanup plan required by § 304 (1) of LRERSA for sites at which a site-specific standard is being proposed.

bb. "Sites" or "Non-Well Sites" - MGP, Compressor Station, Meter/Regulator, or Other Sites listed on Exhibits A or B that may be revised from time to time by agreement of the parties.

cc. "Superfund Sites" - Sites listed or proposed for listing on the federal National Priorities List under CERCLA or the State Priorities List under HSCA or sites at which a

removal action or interim action is taken or proposed under CERCLA or HSCA or comparable law of another state.

dd. "Supplemental Investigations" - An additional investigation(s) that may be conducted following the Phase IIB Investigation at a MGP site conducted in accordance with the Generic Work Plan and Manual to supplement prior delineation efforts of any constituent source areas, determination of the extent of any impacted groundwater and soil, and assessment of the potential risk to human health and the environment, including if appropriate, a baseline risk assessment, and to better define the site conceptual model. This will be documented in a Supplemental Investigation Report to the Department and under LRERSA as part of the Remedial Investigation Report.

ee. "Well List" - The Abandoned Wells listed on Exhibit C to this COA which are the remaining unplugged, non-operational wells that are either permitted or registered to the former North Penn (now PPL Gas). These wells are to be plugged in accordance with the Oil and Gas Act, 25 Pa. Chapter 78, and this COA unless they are sold or reactivated.

### 3. Scope of the COA

a. This COA applies to the Sites listed on Exhibits A and B, and the Abandoned Wells listed on Exhibit C, each as may be amended from time to time.

b. By mutual agreement, additional sites, including sites which are not MGPs, Compressor Stations, or Meter/Regulators, may be added to Exhibits A or B and additional Abandoned Wells may be added to Exhibit C. However, wells that are in active operation as of the date of this COA may not be added.

c. This COA does not apply to the following unless the parties specifically agree, in writing, to the contrary:

- (1) Superfund Sites;
- (2) MGP Sites not owned by a PPL Party where a third party is

taking the lead role in addressing the site or has not permitted a PPL Party to address the site; and

(3) Sites that a PPL Party and the Department agree to address under a separate agreement or order or sites that the U.S. Environmental Protection Agency addresses under a separate agreement or order.

d. Notwithstanding the foregoing, environmental costs incurred in connection with Sites or Wells covered by subparagraph 3.c. (1)-(3) may be included in calculating PPL Parties' Environmental Costs.

4. Planning and Additional Meetings.

a. PPL Parties will submit to DEP a revised Master Plan and a proposed Annual Plan sixty (60) days prior to each Annual Planning Meeting.

b. The Master Plan will contain the listing and priority of all Sites, and the identification of Wells covered by this COA, as well as broad planning goals, objectives, remediation and plugging goals for the following five (5) years, or until the anticipated termination date of this COA, whichever is earlier. The Master Plan will contain the status of all activities PPL Parties undertake under this COA and a listing of Sites and Wells addressed and removed from the COA site lists and remaining to be addressed. The Master Plan will be updated periodically as new information is developed.

c. Each Annual Plan will contain a list of the MGP Sites and any Other Sites where a PPL Party will perform (1) Phase I assessments; (2) Phase IIA or Phase IIB assessments; (3) Supplemental Investigations; (4) interim response actions; (5) Operation and Maintenance Plan activities; (6) remedial activities over the succeeding two (2) years; and (7) a schedule for the submission of work plans for such activities. Each Annual Plan will also contain a list of Compressor Stations where a PPL Party will perform activities similar to the activities conducted at MGP Sites, as described above.

d. Each Annual Plan will contain a list of the Meter/Regulator Sites where PPL Parties will perform (1) Site Characterizations; (2) Remedial Actions over the succeeding two (2)



years; and (3) a schedule for the submission of work plans for such activities.

e. Each Annual Plan will also identify the Wells on Exhibit C that PPL Gas anticipates plugging and/or restoring during the succeeding two (2) years.

f. The Annual Plan will generally contain a mix of different categories of Sites and Wells in different DEP regions. The parties agree that PPL Parties may propose to include in the Annual Plan certain Sites even if not highly ranked, if doing so optimizes PPL Parties' efforts. Sites or Wells may be expedited, deferred or deleted from the Master Plan or Annual Plan, as appropriate, upon agreement by the relevant PPL Party and the Department.

g. The Department can require PPL Parties to include in the Annual Plan the performance of activities at one or more Sites, chosen in the Department's discretion, and having an aggregate point value of no more than 500 points.

h. PPL Parties and the Department will review the revised Master Plan and the proposed Annual Plan at the Annual Planning Meeting and will strive to resolve disagreements, clarify issues, and, as appropriate, modify or revise the Master Plan and/or Annual Plan for the following year. The parties will also discuss any other issue concerning this COA or its implementation, including the issues of the oversight cost cap and the environmental cost cap. Within forty-five (45) days after the Annual Planning Meeting, PPL Parties will submit to the Department the final Annual Plan incorporating all clarifications, modifications, and revisions agreed upon by the parties.

i. Between Annual Planning Meetings, the parties will share information concerning any issue that might be raised at an Annual Planning Meeting. Any alteration to or modification of any plan or schedule must be by mutual agreement.

j. The parties will meet whenever necessary to discuss implementation of the Master Plan or an Annual Plan or any other issue that arises during the course of this COA. Any party may request this kind of additional meeting.

5. Site Prioritization

a. PPL Parties will prioritize all MGPs, Compressor Station Sites and Other Sites in the Master Plan using, among other things, the factors set forth in Figure 1-1 of the Generic Work Plan. PPL Parties will revise such prioritization based on the results of Phase I, Phase IIA and Phase IIB Assessments or other assessment data. The prioritization will be included in the Master Plan and any reprioritization will be described in the next Annual Plan submitted following completion of an assessment.

b. PPL Gas is not required to prioritize the Wells on Exhibit C.

c. PPL Gas will prioritize the Meter/Regulator Sites based primarily on conducting assessment and, if necessary, remedial work on a number of sites in a certain geographical area within a work year.

6. MGP Phase IIA Assessments.

a. PPL Parties will conduct Phase IIA assessments at all MGP Sites on Exhibit A or Exhibit B, in accordance with the provisions of Paragraphs 4 and 5, and progressing through the list of ranked MGP Sites until it completes Phase IIA Assessments at all MGP Sites where Phase IIA Assessments have not been conducted as of the effective date of this COA.

b. PPL Parties will submit Site Phase IIA work plans to the Department consistent with the Generic Work Plan and QAPP for approval according to the schedule in the Annual Plan.

c. PPL Parties will begin implementing each Phase IIA Work Plan, as approved by the Department, in accordance with the Annual Plan.

d. Within eighty-five (85) days following completion of the field work for each Phase IIA Assessment, PPL Parties will submit a Phase IIA Assessment Report for the Department's approval prepared in accordance with the Generic Work Plan.

e. The Phase IIA Assessment Report will indicate whether the PPL Party making the submission believes that:

(1) no further action is required under the COA, the PPL Party has completed its COA obligations, and, accordingly, the PPL Party requests that the site be designated as complete on the site lists included with the Annual and Master Plan; or

(2) further action may be required and, accordingly, the PPL Party proposes submission of a Phase IIB Assessment Work Plan; and/or

(3) monitoring of groundwater is appropriate until such time as the PPL Party implements a Phase IIB Assessment for that site.

7. MGP Phase IIB Assessments.

a. If the Phase IIA Assessment Report indicates that the PPL Party will conduct a Phase IIB Assessment, it will submit a Phase IIB Assessment Work Plan to the Department consistent with the Generic Work Plan, Manual and QAPP Plan for approval according to the schedule in the Annual Plan.

b. The PPL Party will begin implementing each Phase IIB Assessment Work Plan approved by the Department in accordance with the Annual Plan.

c. Within eighty-five (85) days of a PPL Party's completion of field work for each Phase IIB Assessment, the PPL Party will submit to the Department for approval a Phase IIB Assessment Report prepared in accordance with the Generic Work Plan. This report will be considered to be the Remedial Investigation Report, a Section 304(1) document.

d. The Phase IIB Assessment Report will indicate whether the PPL Party believes that:

(1) no further action is required under the COA, the PPL Party has completed its COA obligations, and, accordingly, the PPL Party requests that the be designated as

complete on the site lists included with the Annual and Master Plan; or

(2) no remediation is necessary because existing contamination is below the applicable LRERSA standard and, accordingly, the PPL Party proposes submission of a Final Report; and/or

(3) further action may be required and, accordingly, the PPL Party proposes submission of an Interim Response Action Work Plan, Supplemental Investigation Work Plan, or Remedy Design Plan.

8. Interim Response Action at MGP Sites.

a. Where a PPL Party determines that prompt action, including, for example, an action to address a threat to human health or the environment or to address readily recoverable contaminants found in site monitoring wells, is required at an MGP Site, the PPL Party may undertake an Interim Response Action at any time, including prior to submitting a Phase IIB Assessment Work Plan. If a PPL Party intends to undertake an Interim Response Action, it will submit to the Department a description of the action and the circumstances warranting interim response and a schedule of activities to be conducted. In the case of a release requiring an immediate response action, a PPL Party may obtain the Department's approval by telephone from the designated approval contact person. The PPL Party may proceed without the Department's approval, but will not be entitled to points under Paragraph 19 unless agreed to by the Department.

b. After completing an Interim Response Action, the PPL Party will re-prioritize the site in the next revised Master Plan and proposed Annual Plan.

9. MGP Supplemental Investigations.

a. If the Phase IIB Assessment Report indicates that a PPL Party will conduct a Supplemental Investigation, it will submit a Supplemental Investigation Work Plan to the Department consistent with the Generic Work Plan, Manual and QAPP for approval according to the schedule in the Annual Plan.

b. The PPL Party will begin implementing each Supplemental Investigation Work Plan approved by the Department in accordance with the Annual Plan.

c. Within eighty-five (85) days of the PPL Party's completion of field work for each Supplemental Investigation, the PPL Party will submit to the Department for approval a Supplemental Investigation Report prepared in accordance with the Generic Work Plan and Manual. This report will be considered to be the Remedial Investigation Report, which is one of the Section 304(1) documents.

d. The Supplemental Investigation Report will indicate whether the PPL Party believes that:

(1) no remediation is necessary because existing contamination is below the applicable LRERSA standard and, accordingly, the PPL Party proposes submission of a Final Report; and/or

(2) further action may be required and, accordingly, the PPL Party proposes submission of a Well Survey Report, Remedy Selection, and/or Remedy Design Plan.

10. Well Survey at MGP Sites.

a. Pursuant to the Annual Plan, PPL Parties will develop a Well Survey Report (Pathway Evaluation/Non-Use Aquifer Determination) and submit it for approval by the Department for each MGP Site identified in the Master Plan. The report will follow the Generic Work Plan and Manual.

b. The Well Survey Report will indicate whether the PPL Party believes that:

- (1) certain pathways are or are not complete at the site;
- (2) the site should qualify to receive a Non--Use Aquifer

Determination (Title 25 §250.303); and/or,

(3) further action may be required and, accordingly, the PPL Party proposes submission of a Remedy Selection and/or Remedy Design Plan.

11. MGP Remedy Design Plans.

a. Pursuant to the Annual Plan, PPL Parties will submit for approval by the Department a Remedy Design Plan for each MGP Site identified in the Master Plan. The plan will state which cleanup standards in LRERSA PPL Parties intend to attain at each site.

b. If a PPL Party is proposing a remedy that will attain a Site-specific standard, the Remedy Design Plan will include the Section 304(1) documents, including a Remedy Selection, Risk Assessment Report, and/or Cleanup Plan. In all cases, the Remedy Design Plan will include the components required by LRERSA and the Manual and the following:

- (1) Identification of potential pathway and receptors;
- (2) Results of the site assessment or site characterization;
- (3) Narrative description of the remediation approach;
- (4) Description of certification sampling to be performed;
- (5) Description of site communications and emergency preparedness

procedures;

- (6) Remediation schedule;
- (7) Health and Safety plan;
- (8) Certification of the remediation design;

(9) A communication plan explaining how the PPL Party will share site and remediation information with the Department and the public;

(10) Narrative explanations, maps, plans and drawings of how the implementation of the remedy will attain the standard selected in Remedy Design Plan and how the Engineering Controls, Institutional Controls and/or deed restrictions will be used. (All site plans or drawings are to be tied to a permanent benchmark, in order to determine precisely the location and/or elevations of the contaminated area and any Limited Remediation Area);

(11) Narrative explanations of how the remedy will be implemented to comply with other applicable environmental standards. (For example, erosion and sedimentation control requirements.);

(12) A Sampling and Analysis Plan designed to ensure that with a 95% confidence level that the PPL Party would attain the cleanup standards. The Sampling and Analysis Plan will expressly acknowledge the Department's option of requesting Discretionary Samples and will be consistent with the QAPP;

(13) An Annual Progress Report if implementation of the remedy exceeds one (1) year;

(14) Such other information as is appropriate based on conditions unique to the site; and

(15) Any anticipated Operation and Maintenance requirements.

c. Within one hundred eighty (180) days following approval of the Remedy Design Plan, the PPL Party will begin implementing the Remedy Design Plan in accordance with the schedule in the Annual Plan, or as otherwise agreed to by the parties.

d. Within ninety (90) days following completion of any on-site construction activities, including excavation, the PPL Party will submit a certification certifying that construction has

been completed pursuant to the Remedy Design Plan and will submit any pertinent sampling and analysis results along with as-built drawings, maps or plans.

12. Final Report at MGP Sites.

a. Timing. Within sixty (60) days after completing the remedy at an MGP Site, the PPL Party will submit for the Department's approval a Final Report for the MGP Site or a portion of the Site. For purposes of this Section, the remedy will be deemed to be completed when the PPL Party has received analytical results indicating that it has achieved the remediation standard chosen in the Remedy Design Plan for the Site.

b. Contents. Final Reports will include and will be limited to:

(1) A certification that:

(a) that the remedy has been fully implemented and fully complies with all the requirements of LRERSA; or

(b) that the remedy has been fully implemented and has attained one of the LRERSA cleanup standards, but does not comply with the other requirements of LRERSA; and/or

(c) that the site contains a Limited Remediation Area, accompanied by an explanation of the basis for this conclusion.

(2) Documentation of any deviation from the Final Work Plan;

(3) A map showing the sampling points on which certification is based and a copy of all sampling results;

(4) Photographs of the site during remediation;

(5) Location and description of any Limited Remediation Areas;

(6) Such other information as is appropriate based upon conditions

unique to the site;



(7) Descriptions of any necessary Engineering Controls, Long-Term Monitoring, and Institutional Controls; and

(8) Operation and Maintenance Plans, if required by Paragraph 13.

13. Operation and Maintenance (Post-Remediation Care) Plans at MGP Sites.

For an MGP Site at which Engineering Controls are used or at which a Limited Remediation Area exists, the PPL Party will submit to the Department for approval, with the Final Report, an operation and maintenance ("O&M") Plan. The O&M Plan (or Post-Remediation Care Plan as described in the Manual) will:

- a. document the specific location of Engineering Controls or Limited Remediation Area utilizing site plans and survey coordinates;
- b. provide protocol for ensuring that the Engineering Controls or Limited Remediation Area will be addressed prior to future construction activity at the MGP Site that will: (i) disturb the control or Limited Remediation Area or (ii) compromise any future opportunity to address the area;
- c. provide a protocol to ensure that when the conditions occurring which prevented attainment of the remediation standard no longer exist, the PPL Party will address the area with the Engineering Controls or Limited Remediation Area;
- d. provide for Engineering Controls, deed notices, or deed restrictions to limit access, prevent incompatible land use, prevent off-site migration, and provide for monitoring of the Site;
- e. provide the maintenance schedule and procedures for the Engineering Controls;
- f. explain the nature of any monitoring and how the PPL Party will notify the Department of monitoring results;

g. provide for periodic inspection of Engineering Controls or Limited Remediation Area which are subject to natural disturbances, such as flooding or erosion, to assure that regulated substances are not subject to transport or otherwise provide a point of exposure; and

h. provide a schedule for implementation of all of the foregoing, as applicable. Groundwater monitoring will be required wherever groundwater contamination poses an actual or potential threat to human health or the environment.

14. Reports and Work Plans Associated with Compressor or Other Sites

The assessment and any necessary remedial actions will follow the associated MGP site generic work plans that are included in the Generic Work Plan for the COA. PPL Parties will perform activities similar to the activities conducted at MGP sites, as described above. PPL Parties will provide deliverables consistent with those provided for MGP Sites as referenced in Sections 6 and 7 of the COA.

Following the investigation of a Compressor or Other site the Phase IIB Assessment Report will indicate whether the PPL Parties believe:

(1) No further action is required under the COA, the PPL Parties have completed their COA obligations, and, accordingly, the PPL Party requests that the site be designated as complete on the site lists included with the Annual and Master Plan; or

(2) No remediation is necessary because existing contamination is below the applicable LRERSA standard and accordingly, the PPL Party proposes submission of a Final Report; and/or

(3) Further action may be required and, accordingly, the PPL Party proposes submission of an Interim Response Work Action Work Plan, Supplemental Investigation Work Plan, or a Remedy Design Plan.

(4) If the Other Site is a Routine PCB Site as defined in this COA, PPL Party may choose to implement the presumptive remedy of soil excavation, removal off-site and backfill of the

site without conducting any groundwater characterization following the Generic Work Plan for such sites.

(5) Following completion of the remedial actions outlined in the Remediation Work Plan, a Final Report will be submitted and accordingly, the PPL Party will request that the site be designated as complete on the site lists included with the Annual and Master Plan.

15. Reports and Work Plans Associated with Meter/Regulator Sites

The assessment and any necessary remedial actions will follow the process flow chart for PPL Gas's Meter Regulator Site Closure Program and associated generic work plans that are included in the Generic Work Plan for the COA. Work on a given site is initiated with submittal of Site-Specific Characterization Work Plan. Following site characterization either: (1) a Site Characterization/Closure Report will be submitted if no further action is required under the COA, the PPL Parties have completed their COA obligations, and, accordingly, the PPL Party will request that the site be designated as complete on the site lists included with the Annual and Master Plan, or (2) a Site Characterization Report/Remediation Work Plan will be submitted if further action is required. Following completion of the remedial actions outlined in the Remediation Work Plan, a Final Report will be submitted and, accordingly, the PPL Party will request that the site be designated as complete on the site lists included with the Annual and Master Plan.

16. Submissions

a. General Requirements. All work plans, reports, notices, inquiries, correspondence, and other documents ("Submissions") relating to this COA and the implementation of its terms will be sent in writing to the individuals serving as Designated Contacts for the parties, as identified in Paragraphs 28 and 35 below.

b. Method of Transmittal. All Submissions relating to this COA will be

transmitted in their entirety by first class mail, overnight delivery, electronic mail, telecopier or hand delivery. Any Submission under this COA will be deemed to have been submitted on the date that the party to whom it was sent receives the document.

c. Effect of Receipt. Any time period specified in this COA within which a specific requirement is to be met will begin to run on the date that a PPL Party or the Department, as appropriate, receives a Submission requiring the next action.

d. Certifications. All certifications required as part of a Submission will be done by a licensed professional engineer or by a qualified PPL Party employee, consultant or representative accompanied by an affidavit setting forth the qualifications of the person making the affidavit and describing the review process used. All affidavits will include a certification under penalty of law as provided by 18 Pa. C.S. § 4904.

17. Approval of Submissions

a. Within 30 days of submission of the final Annual Plan, the Department will inform in writing the PPL Party making the submission that the Department:

- (1) approves the Final Annual Plan;
- (2) approves the Final Annual Plan with conditions; or
- (3) disapproves the Final Annual Plan.

b. Within 45 days of submission of a Phase IIA, Phase IIB, or Supplemental Investigation Work Plan for MGP or Compressor Station Sites or Other Sites, the Department will inform in writing the PPL Party making the submission that the Department:

- (1) approves the Work Plan;
- (2) approves the Work Plan with conditions; or
- (3) disapproves the Work Plan.

c. Within 60 days of submission of a Phase IIA Assessment Report, Phase IIB Assessment Report, Supplemental Investigation Report, Well Survey Report, or Remedy Selection Report, or Remedy Design Plan for MGP or Compressor Station Sites or Other Sites, a Site Characterization/Closure Report for Meter/Regulator Sites, the Department will inform in writing the PPL Party making the submission that the Department:

- (1) approves the report or plan;
- (2) approves the report or plan with conditions; or
- (3) disapproves the report or plan; and
- (4) agrees, if requested, that no further action is required and approves the request to designate the site as complete on the site lists included with the Annual and Master Plan; or

- (5) agrees, if requested, that further action is required and approves the proposal to submit a Work Plan for additional site activities; or

- (6) does not agree, if requested, that no further action is required, disapproves the request to designate the site as complete on the site lists included with the Annual and Master Plan and requests the PPL Party to submit a Work Plan to complete any additional site activities.

d. Within 90 days of submission of a § 304(1) Document for a Site (such as Remedial Investigation Report, Risk Assessment, Cleanup Plan, Final Report), the Department will inform in writing the PPL Party making the submission that the Department:

- (1) approves the submission;
- (2) approves the submission with conditions, such conditions could include further evaluations under § 304(1) (3) of LRERSA; or
- (3) disapproves the submission; or

e. Within sixty (60) days of submission of a Final Report for a Site, unless the submission is a § 304(1) Document (refer to d. above), the Department will inform in writing the PPL

Party making the submission that the Department:

(1) agrees that the remedy has been fully implemented, that the remedy fully complies with all of the requirements of LRERSA, and that the PPL Party is entitled to the cleanup liability protection of Chapter 5 of LRERSA;

(2) agrees that the remedy has been fully implemented, that it has attained one of the LRERSA cleanup standards but has not complied with the other requirements of LRERSA and that the PPL Party is not required to take any further action at the site at this time;

(3) agrees with the characterization of, and an explanation for, the Limited Remediation Area;

(4) approves the Operation and Maintenance Plan (Post-Remediation Care Plan);

(5) disagrees that the remedy has been fully implemented and/or that it fully complies with all the requirements of LRERSA;

(6) disagrees that the remedy has attained one of the LRERSA cleanup standards;

(7) disagrees with the characterization of, and/or explanation for, the Limited Remediation Area; and/or

(8) disapproves the Operation and Maintenance Plan (Post-Remediation Care Plan).

f. Within 30 days of submission of an Interim Response Action Plan for MGP, Compressor Station, or Other Sites or a Characterization or Remediation Work Plan for Meter/Regulator Sites, the Department will inform in writing the PPL Party making the submission that the Department:

(1) approves the plan;

(2) approves the plan with conditions; or

(3) disapproves the plan.

g. In any situations where two different time periods may be applicable, the longer period is the one that will be applicable.

h. The Department may request additional time to respond to any Submission, and the PPL Parties will not unreasonably withhold assent to such a request.

i. If the Department disapproves of a Submission, the Department will include a statement of its reasons for the disapproval. Within thirty (30) days after disapproval, the PPL Party will submit to the Department a response that may include revisions to the Submission addressing the concerns identified by the Department. Within thirty (30) days after the PPL Party's response, the Department will (1) finally approve the Submission as originally made or as revised, together with reasonable conditions, if any, or (2) disapprove the Submission.

j. Not later than thirty (30) days after receiving approval with conditions or disapproval, the PPL Party may invoke dispute resolution in accordance with Paragraph 31 below.

k. The Department will endeavor whenever possible to provide an approval with conditions rather than disapproval, in order to avoid unnecessary delays.

l. If the Department fails to take action in accordance with this paragraph after receiving a Submission from a PPL Party, the Submission will be deemed approved.

m. PPL Parties may make more than one submission for an MGP or Other Site and/or the Department may make more than one decision with respect to different portions of the MGP or Other Sites.

n. With respect to Remedy Design Plans or Final Reports, the Department's decision with respect to an MGP or Other Site or portion of a site may include a combination of the factors listed in subparagraphs (f) and (g).

o. Not every Submission referred to within by this paragraph may be relevant with respect to a site.

18. Re-prioritization Following Incomplete Remediation. If a remedy is not fully implemented at an MGP or Other Site or does not otherwise attain a LRERSA cleanup standard, the PPL Parties will re-prioritize the site based on the level of cleanup that has been achieved and identify the risks to human health and the environment that remain. The re-prioritization will be described in the next Annual Plan.

19. Accounting System.

a. General. In order to determine the progress of PPL Parties with respect to the assessment, characterization, and remediation of the Sites and the plugging of the Wells, the Department and the PPL Parties agree to the accounting system described in this paragraph.

b. Points. The points for particular activities conducted at Sites and Wells on the Master Plan are included in Exhibit D. The Exhibit provides separate points schedule for PPL Gas Utilities sites and PPL Electric Utilities and Generation sites. Activities conducted at a Compressor Station or Other Site will involve actions similar to those at an MGP Site, and the Department and PPL Parties agree to the same point structure for Compressor Station or Other sites as provided in Exhibit D for PPL Gas MGP Sites. PPL Parties will request points for specific actions at Compressor Stations or Other Sites and points will be assigned as agreed upon following review by the Department of the proposed Annual Plan describing such actions. The points for actions that will span more than one (1) year will be prorated as agreed upon following review by the Department of the proposed Annual Plan describing such action.

c. Minimum Required Points. Except as provided in subparagraph (d) below or Paragraph 36, for each calendar year, PPL Parties will prepare and/or implement a sufficient number of the Plans and activities described in Paragraphs 6 through 15 above and North Penn will plug a sufficient number of Wells described in Paragraph 25, to achieve a minimum of 3,000 points per year ("Minimum Required Points"). With respect to only the Non-Well Sites, PPL Parties will not be required to achieve the Minimum Required Points in any year in which Environmental Costs exceed \$1.75 million



("Environmental Cost Cap"). However, the Well Plugging schedule set forth at Paragraph 25 must be met regardless of reaching Minimum Required Points or the Environmental Cost Cap. With respect to only the Non-Well Sites, if achieving the Minimum Required Points would cause the combined expenses of PPL Parties to exceed the Environmental Cost Cap in any year, then PPL Parties will perform, at a minimum, as many Site activities under this COA for the year as they can without exceeding the Environmental Cost Cap.

d. Failure to Earn Minimum Required Points

(1) Stipulated Penalties

In any year in which PPL Parties fails to achieve the Minimum Required Points, and such failure was not the result of a Force Majeure event or the exceeding of the Environmental Cost Cap, PPL Parties will be liable to pay a stipulated penalty of \$25 per point for the difference between the number of points achieved and the Minimum Required Points.

(2) Make-up Requirements

If PPL Parties fails to earn the Minimum Required Points in any year for any reason other than a Force Majeure event or reaching the Environmental Cost Cap, the number of points representing the difference between the points earned and the Minimum Required Points will be added to the Minimum Required Points required for the following two (2) years. These points will be divided evenly between the two (2) years, unless the parties agree otherwise. Any surplus points carried over pursuant to subparagraph (g) below may offset the additional point requirement.

e. Accrual of Points

PPL Parties will be deemed to have earned points in the amount set forth in Exhibit D for any work plan or report submitted to the Department as follows: 75 percent of available points upon submittal, 25 percent of available points upon Department approval.

f. Carryover of Surplus Points

In the event that PPL Parties achieves in excess of 4,200 points during a

particular year PPL Parties shall be entitled to apply the amount of points achieved that year in excess of 4,200 (the Minimum Required Points, 3,000, plus 1,200), or any portion thereof, toward the Minimum Required Points during any subsequent year.

g. Payment of Penalty

Any stipulated penalty due under this Section will be due automatically and without notice and will be payable prior to July 1 of the succeeding year. It is understood by the parties hereto that payment of any money hereunder will neither constitute a waiver of the duty of PPL Parties to meet their obligations under this COA nor preclude the Department from commencing an action to compel PPL Parties' compliance with the terms and conditions of this COA.

20. Public Involvement at Sites.

a. PPL Parties and the Department will work together to share information with and solicit input from the public in order to:

(1) Promote public understanding of the site prioritization, assessment, characterization, and remediation process;

(2) Promote public confidence and trust in the process; and

(3) Involve the public in a manner that provides PPL Parties with constructive input regarding priorities and goals of the process. PPL Parties will incorporate appropriate steps to achieve these goals in work plans for specific Sites.

b. In addition, at sites at which a PPL Party is seeking the cleanup liability protection available under LRERSA, the PPL Party must comply with the public notice and participation provisions of LRERSA.

21. Site Notices.

a. The PPL Party will notify the Department's Regional PPL COA

Coordinator identified in Paragraph 35 below by telephone a minimum of ten (10) days prior to the commencement of any field work.

b. If the PPL Party or the Department discovers the existence of or the potential for off-site contamination, it will notify the other party promptly. The PPL Party will then notify all affected or potentially affected property owners and/or users adjacent to the site.

c. The Department will make reasonable efforts to inform PPL Party in writing of any change to the Manual or the Department's use or interpretation of that Manual to the extent that any such change is relevant to the activities of the PPL Parties under this COA.

22. Permits and Other Applicable Requirements at Sites.

a. At Sites at which a PPL Party is seeking the cleanup liability protection available under LRERSA, Section 902(a) of the LRERSA will govern the requirements for permits for remediation activities, including interim response actions, undertaken at the Sites and Section 902(b) of LRERSA will govern otherwise applicable requirements.

b. At sites at which a PPL Party is attaining a LRERSA cleanup standard but is not fully complying with all of the requirements of LRERSA, the PPL Party may request that the Department exercise enforcement discretion with respect to state permits. Notwithstanding any other provision of this COA, the Department's decision concerning any such request is not appealable or subject to dispute resolution.

c. To the extent that a PPL Party is not required to have a permit pursuant to Section 902(a) of LRERSA, it will comply with the substantive protective measures, including any performance standards, which would be required by the applicable permit.

23. Access to Property Not Owned by a PPL Party.

a. PPL Parties will use their best efforts, including payment of reasonable compensation to the landowner for the landowner's costs, inconvenience and any risk of damage, to obtain access for the PPL Party, its contractors and/or representatives and the Department, its contractors and/or representatives, to property not owned by the PPL Party where work under this COA is required.

b. In the event that the PPL Party has not obtained the necessary access pursuant to subparagraph a. above, the PPL Party will notify the Department regarding both its inability to obtain access and its use of best efforts to obtain such access.

c. If the PPL Party demonstrates to the Department's satisfaction that it has used its best efforts to obtain access, including, if appropriate, an offer of payment of reasonable compensation to the landowner, but has been unsuccessful, then the Department may take all appropriate action to obtain necessary access. If the Department obtains access for the PPL Party, pursuant to this paragraph, the PPL Party will reimburse the Department for its costs associated with the Department's efforts to obtain access, including reasonable attorney fees, in accordance with Paragraph 30.

24. Transfer of Sites.

a. The duties and obligations under this Consent Order and Agreement shall not be modified, diminished, terminated or otherwise altered by the transfer of any legal or equitable interest in any Site or any part thereof.

b. If a PPL Party intends to transfer any legal or equitable interest in all or a portion of any site covered by this COA, the PPL Party shall serve a copy of this Consent Order and Agreement upon the prospective transferee of the legal and equitable interest at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the applicable Regional Office of the Department of such intent.

25. Well Plugging and Well Site Restoration.

a. PPL Gas will complete the plugging of the remaining abandoned Wells listed on Exhibit B no later than December 31, 2011. PPL Gas will plug the Wells in accordance with the requirements of Section 210 of the Oil and Gas Act, 58 P.S. § 610.210, and 25 Pa. Code § § 78.91-78.97, according to the following schedule:

BY THE END OF CALENDAR YEAR	TOTAL NUMBER OF WELLS PLUGGED
2006	240
2011	Any remaining Wells listed on Exhibit C.

b. In addition to plugging a specific number of Wells by the above-schedule, PPL Gas will also plug the minimum number of sixteen (16) Wells listed on Exhibit C each year.

c. Within nine (9) months of the plugging of each Well listed on Exhibit C hereof, PPL Gas will restore each respective Well site in accordance with the requirements of Section 206 of the Oil and Gas Act, 58 P.S. § 601.206; the Clean Streams Law, 35 P.S., § 691.1 *et seq.* and Chapters 78 and 102. 25 Pa. Code § § Chapters 78 and 102.

26. Well Plugging Annual Report. Commencing January 31, 2005, and by January 31 of each year thereafter until full compliance with this paragraph is achieved; PPL Gas will submit a yearly report detailing the activities conducted in the preceding calendar year (the "Well Plugging Annual Report"). Each Well Plugging Annual Report will include the following information: total number of Wells plugged; permit numbers of the plugged Wells; permit numbers of the restored Well sites; and a list of any Wells transferred in accordance with Paragraph 27 below.

27. Transfer of Wells. In the event PPL Gas intends to transfer any of the remaining Wells listed on Exhibit B, North Penn will do the following:

a. Thirty (30) days prior to the sale, assignments, transfer, conveyance or exchange of any Well, provide the prospective successor or assignee with copies of this COA and the notification attached hereto as Exhibit E (the "Notification") and concurrently notify the Department in writing of such service and the name of the prospective successor or assignee;

b. Within thirty (30) days after the sale, assignment, transfer, conveyance or exchange of any Well, notify the Department of the Well transfer using Department forms required by 25 Pa. Code §§ 78.91-78.97; and

c. Within thirty (30) days of its execution, provide the Department with a copy of any written agreement for the sale, assignment, exchange, transfer or conveyance of any Well transferred solely for the purpose of plugging as described in Paragraph 26 above.

28. Correspondence Concerning Well Plugging.

a. All correspondence with the Department concerning Well Plugging will be addressed to:

Field Supervisor  
Oil and Gas Management  
Pennsylvania Department of Environmental Protection  
230 Chestnut Street  
Meadville, PA 16335  
Attn.: Paul Kucsma

b. All correspondence with North Penn concerning well plugging will be addressed to:

Michael Hasel  
Senior Environmental Professional  
PPL Services Corp.  
2 North Ninth Street  
Allentown, PA 18101

29. Department Oversight.

a. The Department's Central Office will coordinate the overall implementation of Department oversight under this COA. It will be responsible for reviewing the Master Plan and the Annual Plan, monitoring PPL Parties' attainment of scheduled goals, and reviewing the overall program to maximize the benefits to human health and the environment. The goal of Central Office's oversight is to minimize the impact of Regional staffing limitations, maintain consistency throughout the program, utilize Departmental resources in the most effective and efficient manner and to avoid any unnecessary delays in the implementation of this COA.

b. The Department Regional Office in which a Site or Well addressed under this COA is located will be responsible for Site or Well specific monitoring and oversight. PPL Parties will submit all Site and Well Submissions, and all other plugging information and pertinent information to the appropriate Regional Office.

c. The Department may contract with a qualified consultant to provide oversight of any Site or Well activities.

d. The Department may request a PPL Party to take and analyze Discretionary Samples during any sampling event.

30. Reimbursement of Oversight Costs.

a. Sites:

(1) Subject to subparagraph b. below, PPL Parties will reimburse the Department annually for reasonable costs the Department incurs in providing oversight for Sites covered under this COA including oversight provided by any contractor, up to a maximum of \$75,000 annually. Reimbursement will be made by PPL Parties for work performed until the earlier of (1) the date both parties concur that the Sites are remediated to the extent required by this COA or (2) the date this COA

terminates.

(2) Reimbursable oversight costs will be limited to the following costs that specifically relate to the Department's technical oversight of site activities under this COA: overhead; department personnel salary and benefit costs; laboratory costs, travel expenses including mileage, food and lodging; equipment and copying expenses. Specifically, but without limitation, reimbursable oversight costs includes costs incurred negotiating this COA and attending any meeting under this COA. Based on payment of oversight costs pursuant to this COA, PPL Parties will not be obligated to pay any LRERSA report submittal fees for sites addressed under this COA. PPL Parties will not reimburse the Department for its oversight costs related to long-term monitoring and maintenance of sites beyond 2011.

(3) Overhead and benefit costs will be billed at standard Commonwealth rates as follows: personnel benefit costs shall be calculated at 34.93 percent of personnel salaries and overhead costs shall be calculated at 25 percent of employee salary and benefit costs.

(4) The Department will submit its annual bill for reimbursement of oversight costs for the preceding fiscal year to PPL Parties on or before October 30th, but no later than December 31st of the year following the fiscal year during which the costs were incurred. The annual bill will be accompanied by standard documentation of costs. Upon request, PPL Parties will have the right to examine the Department's supporting cost documentation. Such request will be submitted in writing within fifteen (15) days of receiving the Department's request. PPL Parties will pay undisputed oversight costs within sixty (60) business days of PPL Parties' receipt of the bill and supporting cost documentation. If PPL Parties disputes any costs, PPL Parties will pay those costs determined to be due and owing within forty-five (45) days following resolution of the dispute.

(5) While PPL Parties' agreement to reimburse the Department for overhead costs applies to costs incurred by both the Central and Regional Offices, the Central Office will prepare and send the annual bill for reimbursement.



b. Wells

(1) PPL Gas will reimburse the Department annually \$3,200 to cover Well plugging oversight costs.

(2) Well plugging oversight costs will be paid January 31 of each year for the prior year. The oversight costs will be paid to the Well Plugging Fund, addressed as indicated in Paragraph 28(a).

31. Dispute Resolution.

In the event of any dispute arising under this COA relating to activities at the Sites or Wells PPL Parties and the Department agree to attempt to resolve the dispute as follows:

(1) Any PPL Party may at any time formally invoke the dispute resolution process by sending written notice to the Department.

(2) For a period of thirty (30) days after the receipt of the written notice provided under subparagraph (1) of this paragraph, the PPL Parties' officer designated for environmental affairs and the Chief of Remediation Services will confer in an attempt to resolve the dispute informally.

(3) The parties may, by mutual agreement, extend any deadlines specified in this paragraph.

(4) The parties may, by mutual agreement, arrange for the participation of a neutral mediator in an attempt to resolve a dispute under the provisions of this paragraph.

(5) For any decision involving a disapproval pursuant to Paragraph 17, if the parties are unable to reach agreement following utilization of the procedure set forth above, or upon mutual agreement that use of the procedure is waived, the PPL Party may appeal the Department's decision to the Environmental Hearing Board. The parties agree that such an appeal will be

limited to whether the Department's decision was arbitrary, capricious, contrary to law, or an abuse of discretion, and the PPL Party shall bear the burden of proof. The only evidence will be the written records developed by the parties prior to the filing of the appeal.

(6) Except as provided in subsection 7 below during the pendency of any dispute, the PPL Party may choose not to perform the action(s) in dispute and the PPL Party will be entitled to relief from any stipulated penalty applicable to the Site(s) and action(s) that are the subject of the dispute. Following resolution of any such dispute, the stipulated penalty provision of Paragraph 19 (d) will apply if the applicable PPL Party fails to implement the activity under dispute (as resolved) following resolution of the dispute. If the PPL Party does not implement an activity under dispute, it will not receive any points for that activity. Rather, the point make-up requirement of Paragraph 19 (d) will apply to any points related to any dispute subject to this section. The foregoing will not limit the Department's right to terminate this COA under Paragraph 43 for PPL Parties' failure to meet the minimum point requirement set forth in that paragraph.

(7) In the event that a PPL Party is judicially determined to have invoked the dispute resolution process under this paragraph frivolously or solely for the purpose of delay, PPL Party will not be entitled to relief from stipulated penalties.

32. Department's Right to Take Emergency Action. Nothing in this COA will prevent the Department from taking emergency action or requiring PPL Parties to take such action at any Site or Well where any condition, on, at or from a site poses an imminent threat to human health or the environment. Nothing in this COA will prevent the Department from seeking to recover its costs for such actions under applicable laws. Nothing in this COA precludes the Department's actions to enforce compliance with statutes and regulations where any condition on, at or from the Site or Well poses immediate harm or threat of harm to public health or the environment. Nothing in this COA will prevent PPL Parties from defending any such actions by the Department.

33. Effect on Existing Obligations. Except to the extent inconsistent with this COA, this COA is not intended, nor will be construed, to relieve or limit the obligations of PPL Parties to comply with any existing or subsequent statute, regulation, permit or order. In addition, nothing set forth in this COA is intended, nor will be construed, to authorize any violation of any statute, regulation, order or permit issued or administered by the Department

34. Material Breach.

a. Any one or more of the following constitutes a Material Breach by PPL Parties:

(1) Unless excused under Paragraph 36, or unless the provisions of the Environmental Cost Cap apply, PPL Parties fail to achieve in each of two (2) successive years, a combined number of points that are the higher of 2,100 points or 71% of the minimum points, considering any make-up points required under Paragraph 19;

(2) Any PPL Party has provided or ever provides under this COA any information that has been deliberately falsified;

(3) PPL Parties fails to submit any Annual Plan on a timely basis.

(4) PPL Gas fails to plug the minimum number of sixteen (16) Wells pursuant to Paragraph 24 as long as more than 16 Abandoned Wells remain on the site list at the start of any calendar year.

b. In the event of any such breach, the Department may, at its option, terminate this COA. PPL Parties will be liable for any stipulated penalties accrued up to the termination date. Following termination, the Department may commence any action authorized by law to enforce compliance with any applicable statute, rules, regulation or order of the Department.

c. Nothing in this paragraph will prevent the Department from bringing an action to enforce this COA.

35. Designated Contacts and Correspondence.

a. The Department designates Chief, Division of Remediation Services, as its contact person under this COA. PPL Parties designates Craig Shamory, Environmental Supervisor, Environmental Management, as its contact person under this COA.

b. All correspondence with the DEP Central Office concerning this COA will be addressed to:

Bureau of Waste Management  
Department of Environmental Protection  
P.O. Box 8471  
RCSOB 14th Floor  
Harrisburg, PA 17105-8471  
Attention: Chief, Division of Remediation Services

c. All correspondence (other than correspondence under Paragraph 27) with the PPL Gas concerning this COA will be addressed to:

PPL Services Corporation  
2 North Ninth St.  
Allentown, PA 18101  
Attention: Craig S. Shamory, Environmental Supervisor

d. All correspondence regarding work plans, reports, notices, and other documents related to specific Sites in a certain DEP Region as indicated in this COA will be addressed to the required PPL COA contact in the appropriate Regional Office of the Department as follows:

Regional PPL COA Coordinator (Huntingdon, Carlisle, Waynesboro)  
Attn: Environmental Cleanup Program Manager  
Southcentral Regional Office  
909 Elmerton Ave.  
Harrisburg, PA 17110-8200

Regional PPL COA Coordinator (Ashland, Bangor, Pen Argyl, Lehigh, Tamaqua)  
Attn: Environmental Cleanup Program Manager  
Northeast Regional Office  
Two Public Square  
Wilkes-Barre, PA 18701-3296

Regional PPL COA Coordinator (Lock Haven, Mount Carmel, Renovo,  
Bellefonte, Shamokin, Sunbury, Palmer Station, Meter/Regulator Sites)  
Attn: Environmental Cleanup Program Manager  
Northcentral Regional Office  
208 West Third Street – Suite 100  
Williamsport, PA 17701

Regional PPL COA Coordinator (Oxford)  
Attn: Environmental Cleanup Program Manager  
Southeast Regional Office  
555 North Lane  
Conshohocken, PA 19428

Regional PPL COA Coordinator (Meter/Regulator Sites)  
Attn: Environmental Cleanup Program Manager  
Northwest Regional Office  
230 Chestnut Street  
Meadville, PA 16335

with copies to:

Chief, Technical Investigations Section,  
Bureau of Waste Management, Division of Remediation Services  
P.O. Box 8471 -  
RCSOB, 14<sup>th</sup> Floor  
Harrisburg, PA 17105-8471

e. All correspondence with the PPL Parties concerning all work plans,  
reports, notices, and other documents related to a specific Site covered by this COA will be addressed to:

Michael Hasel  
Senior Environmental Professional  
PPL Services Corporation  
2 North Ninth Street  
Allentown, PA 18101

f. PPL Parties agree that service of any notice or any legal process for any  
purpose under this COA, including its enforcement, may be made by mailing a copy by first class mail to  
their attorney or to the above address.

g. Either party may change the designated contact person or address by  
giving written notice to the other.

36. Force Majeure.

a. In the event that a PPL Party is prevented from complying in a timely manner with any time limit or other requirement imposed in this COA solely because of a strike, fire, flood, act of God, or other circumstances entirely beyond the PPL Party's control and which the PPL Party, by the exercise of all reasonable diligence, is unable to prevent, or mitigate, then the PPL Party may request from the Department an extension of time. An increase in the cost of performing the obligations set forth in this COA will not constitute circumstances beyond the PPL Party's control. PPL Parties expressly agree that their economic inability to comply with any of the obligations of this COA will not be grounds for any extension of time otherwise available under this Section b.

b. PPL Parties will be entitled to the benefits of this paragraph only if the Party notifies the Department within five (5) days by telephone and within fifteen (15) days in writing of the date it becomes aware or reasonably should have become aware of the event impeding performance. The written submission will include all related documentation, as well as a notarized affidavit from a responsible corporate official specifying the reasons for the delay, the expected duration of the delay, and the efforts which have been made and are being made by the PPL Party to minimize the length of the delay. The failure of the PPL Party to comply with the requirements of this paragraph specifically and in a timely fashion will render this paragraph null and of no effect as to the particular incident involved.

c. The Department will decide whether to grant all or part of the extension requested on the basis of all documentation submitted by the PPL Party and other information available to the Department. Only a letter that has been signed by the Department and its counsel will constitute an extension under this paragraph.

d. In any subsequent litigation, the PPL Party shall have the burden of proving that the Department's refusal to grant the requested extension was an abuse of discretion based upon the information available to the Department.

37. Entire Consent Order and Agreement. This COA constitutes the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts will be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or any other proceeding, except for the 1993 COA, certain provisions of which are incorporated by reference by Paragraph H herein. The 1993 COA is otherwise suspended.

38. Modifications. Except as provided in Paragraph 35 above, no changes, additions, modifications, or amendments of this COA will be effective unless they are set out in writing and signed by the parties hereto.

39. Attorney Fees. The parties agree to bear their respective attorney fees, expenses and other costs in connection with negotiation of this COA except as provided in Paragraph 23c.

40. Decisions Under this COA. Except as provided in Paragraph 30, any decision which the Department makes under the provisions of this COA will not be deemed to be a final action of the Department for purposes of review by the Environmental Hearing Board or any court. Rather, any objection that a PPL Party may have to the decision will be preserved until the Department petitions to enforce this COA. At no time, however, may a PPL Party challenge the content or validity of this COA, or challenge the Findings in this COA.

41. Titles. A title used at the beginning of any paragraph of this COA is provided solely for the purpose of identification and will not be used to interpret that paragraph.

42. Changes in Law. If new state laws are enacted with standards different from those contained in 25 PA Code Chapter 250, the new statutory standards shall apply.

43. Termination. This COA will terminate December 31, 2011. This COA may also be terminated by agreement of the parties. Any party may terminate this COA after five (5) years following its effective date and after each succeeding five-year period. Written notice of a party's intent to terminate shall be given to the other parties within thirty (30) days of the anniversary of the Effective Date of this COA. A statement proposing amendments or other modifications, which, if adopted, would allow the agreement to continue, must accompany the notice. Thereafter, the parties will negotiate in good faith to reach agreement on mutually satisfactory amendments or other modifications. If any party concludes that the negotiations will not be successful, it will inform the other parties, in writing. The termination will be effective thirty (30) days after notice indicating that the negotiations will be unsuccessful.

44. Claims by PPL Parties Against Third Parties. Nothing in this COA is intended nor will be construed to prevent PPL Parties from asserting any claim against any third party. For purposes of Section 705 (c) of HSCA, the Agreement shall be deemed an administrative settlement. For purposes of Section 705 (a) of HSCA, this Agreement shall be deemed to resolve a civil action under Sections 507 and 1101 of HSCA.

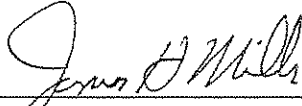
45. Electronic Data Submittal. All data, which this COA requires PPL Parties to submit to the Department, shall be submitted in written form and/or electronic form in a format agreed upon by PPL Parties and the Department.



IN WITNESS WHEREOF, the parties hereto have caused this Consent Order and Agreement (COA) to be executed by their duly authorized representatives. The undersigned representatives of PPL Parties certify under penalty of law, as provided by 18 Pa.C.S. § 4904, that they are authorized to execute this COA on behalf of the PPL Parties ; that each PPL Party consents to the entry of this COA and the foregoing Findings as an ORDER of the Department; and that the PPL Parties hereby knowingly waive their right to appeal this COA and the foregoing Findings, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, No. 1988-94, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa.C.S. § 103(a); and Chapters 5A and 7A, or any other provision of law.

For

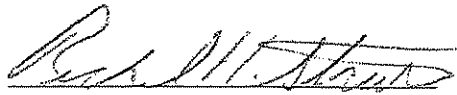
PPL Generation LLC, PPL Electric Utilities Corporation and PPL Gas Utilities Corporation

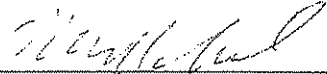
  
James H. Miller  
Executive Vice-President and  
Chief Operating Officer

  
Robert J. Barkanic  
Director, Environmental Management

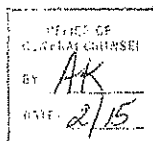
For

The Commonwealth of Pennsylvania  
Department of Environmental Protection

  
Richard H. Struble  
Director, Bureau of Waste Management

  
Martin R. Siegel  
Assistant Counsel

Seal from PPL OGC:



## EXHIBIT A

### PPL GAS UTILITIES' MGP SITES

The MGP sites that were to be addressed in the 2002 COA are listed below with their locations and completion status noted. These sites will be addressed in the 2005 COA.

1. Ashland – Southside, East Center Street (Route 54) Borough of Ashland, Schuylkill County, Pennsylvania.
2. Bangor – Walnut and South Murray Streets, Borough of Bangor, Northampton County, Pennsylvania.
3. Bellefonte – Route 144 and Rishell Hill Road, Spring Township, approximately three miles south of the Borough of Bellefonte, Centre County, Pennsylvania.
4. Huntingdon – Second and Penn Streets, Borough of Huntingdon, Huntingdon County, Pennsylvania.
5. Jim Thorpe – Lehigh Street, south of Borough of Jim Thorpe, Mahoning Township, Carbon County, Pennsylvania. Completed in July 2002.
6. Lehighton – Blakeslee Boulevard (Route 443) Borough of Lehighton, Carbon County, Pennsylvania.
7. Lewistown – 210 South Front Street, Borough of Lewistown, Mifflin County, Pennsylvania. Completed in October 2003.
8. Lock Haven – 325 East Bald Eagle Street, City of Lock Haven, Clinton County, Pennsylvania.
9. Mount Carmel – West Railroad and Vine Streets, Borough of Mount Carmel, Northumberland County, Pennsylvania.
10. Oxford – South and South Fourth Streets, Borough of Oxford, Chester County, Pennsylvania.
11. Pen Argyl – Delabole Road, Borough of Pen Argyl, Northampton County, Pennsylvania.
12. Pottsville – North Centre and North Coal Streets, City of Pottsville, Schuylkill County, Pennsylvania. Completed in September 2004.
13. Renovo – St. Patrick's Lane, Borough of Renovo, Clinton County, Pennsylvania.
14. Shamokin – 501 North Vine Street, Borough of Shamokin, Northumberland County, Pennsylvania.

15. Shippensburg – 22 West Garfield Street, Borough of Shippensburg, Cumberland County, Pennsylvania. Completed in November 2003.
16. Slatington – Willow Avenue, Borough of Slatington, Lehigh County, Pennsylvania. Completed in June 2004.

#### OTHER PPL GAS UTILITY SITES

There are two MGP site in Pennsylvania (Brodhead {Stroudsburg} and Waynesboro) and one in Delaware (Georgetown) not listed above. Environmental Costs, as defined in paragraph 2h, incurred at these sites will count toward the Environmental Cost Cap. In addition, Environmental Costs incurred at Palmer Station, which is not an MGP site, will also count toward the Environmental Cost Cap. Any further environmental work completed at the Palmer Station site will be awarded points as earned for similar activities conducted at the MGP sites as described in Exhibit C.

The Brodhead (Stroudsburg) site is located at 203 Main St., Stroudsburg, Monroe County, Pennsylvania. The Waynesboro site is located at 20 East Sixth Street, Waynesboro, Franklin County, Pennsylvania. The Georgetown site is located at Race Street, between Pepper and New Streets, Georgetown, Sussex County, Delaware. The Palmer Station is located on township Road #656 in Lawrenceville, Farmington Township, Tioga County, Pennsylvania.

PPL GAS UTILITIES METER/REGULATOR SITES

The Meter/Regulator sites that were to be addressed in the 2002 COA are listed below with their locations and completion status noted. These sites will be addressed in the 2005 COA.

SITE ID	MUNICIPALITY	COUNTY	COMPLETED (Y/N)
T-7	Troy Township	Bradford	N
V-77	Beaver Township	Clarion	Y
V-78	Richland Township	Clarion	Y
V-44	Washington Township	Clarion	Y
V-72	Clarion Township	Clarion	Y
V-54	Limestone Township	Clarion	Y
V-73	Paint Township	Clarion	Y
V-58	Elk Township	Clarion	Y
V-60	Paint Township	Clarion	Y
V-14	Farmington Township	Clarion	N
V-3	Jenks Township	Forest	Y
V-2	Jenks Township	Forest	Y
P-43	Borough of Port Allegany	McKean	N
P-136	Borough of Port Allegany	McKean	N
P-47	Liberty Township	McKean	N
P-48	Liberty Township	McKean	N
P-23	Liberty Township	McKean	N
P-149	Liberty Township	McKean	N
P-52	Annin Township	McKean	N
P-16	Annin Township	McKean	N
P-94	Borough of Eldred	McKean	N
P-88	Hamlin Township	McKean	N
P-86	Hamlin Township	McKean	N
P-63	Keating Township	McKean	N
P-9	Norwich Township	McKean	N
P-163	Norwich Township	McKean	N
P-84	Norwich township	McKean	N
S-2	Oswayo Township	Potter	N
G-30	Bingham Township	Potter	N
P-3	Hebron Township	Potter	N
CT-2	Hebron Township	Potter	N
WD-36	Ulysses Township	Potter	N
WD-37	Ulysses Township	Potter	N
WD-38	Ulysses Township	Potter	N
WD-32	Ulysses Township	Potter	N
P-126	Wharton Township	Potter	N
S-17	Sharon District	Potter	N
S-9	Sharon Township	Potter	N
P-146	Clara Township	Potter	N
P-135	Roulette Township	Potter	N
P-13	Roulette Township	Potter	N

SITE ID	MUNICIPALITY	COUNTY	COMPLETED (Y/N)
TW-204	Farmington Township	Tioga	Y
M-9	Borough of Mansfield	Tioga	Y
WD-17	Westfield Township	Tioga	Y
B-5	Covington Township	Tioga	Y
B-9	Borough of Blossburg	Tioga	Y
TW-300	Farmington Township	Tioga	Y
MW-508	Farmington Township	Tioga	Y
EK-5	Borough of Lawrenceville & Lawrence Township	Tioga	Y
TW-202	Farmington Township	Tioga	Y
TW-205	Farmington Township	Tioga	Y
TW-102	Farmington Township	Tioga	Y
M-57	Lawrence Township	Tioga	Y
TW-207	Farmington Township	Tioga	Y
EK-1	Lawrenceville Borough	Tioga	Y
EK-55	Nelson Township	Tioga	Y
WD-18	Westfield Township	Tioga	Y
EK-39	Deerfield Township	Tioga	Y
WO-1	Delmar Township	Tioga	Y
WO-41	Borough of Wellsboro	Tioga	Y
TW-401	Farmington Township	Tioga	Y
TW-402	Farmington Township	Tioga	Y
TW-400	Farmington Township	Tioga	Y
MW-703	Lawrence & Tioga Townships	Tioga	Y
MW-706	Tioga Township	Tioga	Y
M-77	Lawrence Township	Tioga	Y
V-105	Cornplanter Township	Venango	Y
V-107	Cornplanter Township	Venango	Y
V-98	Cranberry Township	Venango	Y
V-74	Richland Township	Venango	Y
V-110	Cornplanter Township	Venango	Y
V-90	Pinegrove Township	Venango	N

EXHIBIT B

PPL ELECTRIC AND PPL GENERATION LISTED SITES

The PPL Electric Utility MGP sites that were to be addressed in the 2002 COA are listed below with their locations and completion status noted. These sites will be addressed in the 2005 COA.

<b>SITE NAME</b>	<b>MUNICIPALITY</b>	<b>COUNTY</b>	<b>COMPLETED</b>
Carlisle MGP	Carlisle	Cumberland	No
Tamaqua MGP	Borough of Tamaqua	Schuylkill	No
Sunbury MGP	Sunbury	Northumberland	No
Danville MGP	Danville	Montour	No

Please note that all the other PPL Electric Utility or Generation sites that were on the original 1995 COA or updated 2002 COA were completed. Refer to those COAs for the site list related to PPL Electric Utility or PPL Generation.

## EXHIBIT C

## PPL GAS UTILITIES - SCHEDULE OF NON-PRODUCING WELLS

SITE NAME	MUNICIPALITY	COUNTY	COMPLETED
AR0240	Beaver	Clarion	No
AR0170	Beaver	Clarion	No
AR0298	Richland	Clarion	No
AR0479	Paint	Clarion	No
DG0058	Ashland	Clarion	No
AR0647	Washington	Clarion	No
AR0929	Paint	Clarion	No
AR0209	Elk	Clarion	No
AR0616	Paint	Clarion	No
AR0945	Richland	Clarion	No
AR0159	Richland	Clarion	No
AR0084	Perry	Clarion	No
DG0441	Washington	Clarion	No
AR0402	Ashland	Clarion	No
AR0589	Paint	Clarion	No
AR0958	Paint	Clarion	No
AR0139	Perry	Clarion	No
AR0185	Beaver	Clarion	No
AR0962	Paint	Clarion	No
AR0803	Washington	Clarion	No
AR0875	Richland	Clarion	No
AR0961	Paint	Clarion	No
DG0156	Farmington	Clarion	No
AR0234	Beaver	Clarion	No
AR0773	Elk	Clarion	No
AR0273	Beaver	Clarion	No
AR0937	Paint	Clarion	No
AR0229	Beaver	Clarion	No
AR0254	Beaver	Clarion	No
AR0259	Beaver	Clarion	No
AR0316	Beaver	Clarion	No
AR0407	Ashland	Clarion	No
AR0095	Perry	Clarion	No
AR0966	Paint	Clarion	No
AR0969	Paint	Clarion	No
AR1025	Farmington	Clarion	No
AR0965	Paint	Clarion	No

SITE NAME	MUNICIPALITY	COUNTY	COMPLETED
AR0486	Paint	Clarion	No
DG0213	Highland	Clarion	No
AR0978	Paint	Clarion	No
AR0934	Paint	Clarion	No
AR0975	Paint	Clarion	No
AR0905	Perry	Clarion	No
AR0162	Richland	Clarion	No
AR0293	Richland	Clarion	No
AR0187	Beaver	Clarion	No
AR0987	Highland	Clarion	No
AR0887	Beaver	Clarion	No
AR0617	Paint	Clarion	No
AR0076	Perry	Clarion	No
AR0207	Beaver	Clarion	No
AR0756	Washington	Clarion	No
AR0283	Elk	Clarion	No
AR1020	Farmington	Clarion	No
AR0077	Perry	Clarion	No
AR0294	Richland	Clarion	No
AR0210	Elk	Clarion	No
AR1024	Farmington	Clarion	No
AR0977	Perry	Clarion	No
AR0789	Elk	Clarion	No
AR0515	Paint	Clarion	No
AR0268	Elk	Clarion	No
AR0151	Beaver	Clarion	No
AR0111	Perry	Clarion	No
AR0533	Paint	Clarion	No
AR0282	Elk	Clarion	No
AR0780	Elk	Clarion	No
AR0364	Ashland	Clarion	No
DG0348	Paint	Clarion	No
DG0010	Elk	Clarion	No
AR0878	Paint	Clarion	No
DG0187	Farmington	Clarion	No
DG0374	Farmington	Clarion	No
AR0902	Perry	Clarion	No
DG0211	Highland	Clarion	No
AR0680	Washington	Clarion	No
AR0971	Paint	Clarion	No
AR0175	Beaver	Clarion	No



SITE NAME	MUNICIPALITY	COUNTY	COMPLETED
AR0497	Paint	Clarion	No
AR1019	Farmington	Clarion	No
AR0156	Richland	Clarion	No
AR0967	Paint	Clarion	No
AR0481	Paint	Clarion	No
AR0296	Richland	Clarion	No
AR0118	Perry	Clarion	No
AR0281	Beaver	Clarion	No
DG0222	Elk	Clarion	No
AR1021	Farmington	Clarion	No
AR0963	Paint	Clarion	No
AR0221	Beaver	Clarion	No
AR0524	Paint	Clarion	No
DG0444	Tionesta	Forest	No
DG0370	Tionesta	Forest	No
DG0448	Tionesta	Forest	No
DG0051	Barnett	Forest	No
DG0317	Tionesta	Forest	No
DG0445	Tionesta	Forest	No
DG0052	Barnett	Forest	No
DG0416	Barnett	Forest	No
NP1850	Norwich	McKean	No
NP1473	Ceres	McKean	No
NP2105	Annin	McKean	No
NP0262	Annin	McKean	No
NP1474	Ceres	McKean	No
NP1844	Keating	McKean	No
NP1471	Ceres	McKean	No
NP0642	Liberty	McKean	No
NP1870	Norwich	McKean	No
NP0654	Liberty	McKean	No
NP1852	Norwich	McKean	No
NP1849	Norwich	McKean	No
NP0368	Annin	McKean	No
NP1501	Ceres	McKean	No
NP0656	Liberty	McKean	No
NP1797	Hebron	Potter	No
NP1910	Hebron	Potter	No
NP0716	Hebron	Potter	No
DG0363	Pinegrove	Venango	No
DG0439	Pinegrove	Venango	No

SITE NAME	MUNICIPALITY	COUNTY	COMPLETED
DG0140	Pinegrove	Venango	No
AR0762	Pinegrove	Venango	No
DG0362	Pinegrove	Venango	No
DG0438	Pinegrove	Venango	No
AR0375	Richland	Venango	No
DG0361	Pinegrove	Venango	No
DG0437	Pinegrove	Venango	No
AR0468	Richland	Venango	No
DG0357	Pinegrove	Venango	No
DG0440	Pinegrove	Venango	No
DG0283	Tionesta	Forest	Yes
DG0286	Tionesta	Forest	Yes
DG0276	Tionesta	Forest	Yes
DG0338	Tionesta	Forest	Yes
DG0278	Tionesta	Forest	Yes
DG0279	Tionesta	Forest	Yes
DG0297	Tionesta	Forest	Yes
DG0323	Tionesta	Forest	Yes
NP0582	Annin	McKean	Yes
NP0954	Annin	McKean	Yes
NP0572	Annin	McKean	Yes
NP2144	Annin	McKean	Yes
DG0284	Tionesta	Forest	Yes
DG0321	Tionesta	Forest	Yes
DG0271	Tionesta	Forest	Yes
NP0456	Annin	McKean	Yes
NP0458	Annin	McKean	Yes
NP0457	Annin	McKean	Yes
DG0272	Tionesta	Forest	Yes
DG0281	Tionesta	Forest	Yes
DG0303	Tionesta	Forest	Yes
DG0288	Tionesta	Forest	Yes
DG0291	Tionesta	Forest	Yes
AR0203	Beaver	Clarion	Yes
NP0606	Keating	McKean	Yes
NP0609	Keating	McKean	Yes
NP0607	Keating	McKean	Yes
NP0603	Keating	McKean	Yes
NP1980	Annin	McKean	Yes
DG0334	Tionesta	Forest	Yes
DG0309	Tionesta	Forest	Yes

SITE NAME	MUNICIPALITY	COUNTY	COMPLETED
DG0300	Tionesta	Forest	Yes
DG0268	Tionesta	Forest	Yes
DG0315	Tionesta	Forest	Yes
DG0368	Tionesta	Forest	Yes
NP0729	Hebron	Potter	Yes
NP0921	Hebron	Potter	Yes
NP0733	Hebron	Potter	Yes
NP2011	Hebron	Potter	Yes
NP2001	Hebron	Potter	Yes
NP2006	Hebron	Potter	Yes
NP1994	Hebron	Potter	Yes
NP2018	Hebron	Potter	Yes
NP0402	Sharon	Potter	Yes
NP0405	Sharon	Potter	Yes
DG0373	Tionesta	Forest	Yes
NP0303	Sharon	Potter	Yes
DG0372	Tionesta	Forest	Yes
DG0371	Tionesta	Forest	Yes
NP2143	Annin	McKean	Yes
NP1958	Annin	McKean	Yes
NP0339	Annin	McKean	Yes
NP0542	Annin	McKean	Yes

**Exhibit D - Accounting System**  
PPL Gas Utilities Corporation  
Consent Order and Agreement

Main Activities by Site Type	Points	Documentation	Act 2 Equivalent**		
<b>MGP and Compressor Station Sites</b>					
Phase IIA Work Plan	100	Submittal/Approval (1)	Site Characterization	Remedial Investigation Report (RIR)	
Phase IIA Report	300	Submittal/Approval			
Phase IIB Work Plan	200	Submittal/Approval			
Phase IIB Report/ Remedial Investigation Report	300	Submittal/Approval			
Supplemental Investigation Work Plan	100	Submittal/Approval			
Supplemental Investigation Report	300	Submittal/Approval			
Interim Monitoring (assumes 2 reports per year)	100	Submittal (2)			
Well Survey (Pathway Evaluation / Non-Use Aquifer Determination)	100	Submittal/Approval	Non-Use Aquifer Determination/pathway elimination		
<b>Remedy Selection</b>					
Monitoring Only / Pathway Elimination w/o Construction	100	Submittal/Approval	Risk Assessment	Cleanup Plan	
Excavation / Pathway Elimination w/ Construction	200	Submittal/Approval			
Ground Water Remediation(pump and treat)	300	Submittal/Approval			
On-Site Remediation (soil or ground water)	750	Submittal/Approval			
<b>Remedy Design/ Cleanup Plan</b>					
Monitoring Only / Pathway Elimination w/o Construction	300	Submittal/Approval			
Excavation / Pathway Elimination w/ Construction	400	Submittal/Approval			
Ground Water Remediation(pump and treat)	450	Submittal/Approval			
On-Site Remediation (soil or ground water)	1200	Submittal/Approval			
<b>Remedial Action Construction</b>					
Monitoring Only / Pathway Elimination w/o Construction	350	Certification (3)			
Excavation of Non-Hazardous Waste	1100	Certification			
Excavation of Hazardous Waste	1575	Certification			
Ground Water Remediation(pump and treat)	1575	Certification			
On-Site Remediation (soil or ground water)	2250	Certification			
<b>O&amp;M Remedial Action (annual report)</b>					
Ground Water Treatment	500	Submittal	Post Remedial Care Plan		
On-Site Remediation	400	Submittal			
Other (e.g., Cap Maintenance)	200	Submittal			
Final Report	200	Submittal/Approval	Final Report		
Monitoring Report (assumes 4 reports, 50 pts. per report)	200	Submittal			
<b>Ancillary Activities for MGP and Compressor Station Sites</b>					
Ecological Studies	400	Submittal/Approval	RIR (only if applicable and in support of Report)		
Mitigation	600	Submittal/Approval			
Public Involvement (per substantial activity(s))	200	Submittal/Approval	NIR, Public Involvement		
Property Purchase	500	Submittal			
Treatability Study	500	Submittal	Cleanup Plan (only if applicable and in support of Plan)		
<b>Interim Remedial Actions</b>					
Above Ground Holder Removal	1000	Certification			
Below Ground Holder Removal	2000	Certification			
Structure / Source Removal (tar pit/ tar separator)	1000	Certification			
Debris Removal (surficial <2 feet)	100	Certification			
Debris Removal (sub-surface >2 feet)	700	Certification			
Removal of Product from Ground Water (75 points per quarter, if interim)	300	Certification			
Removal of Product from Ground Water Annual Status Report	50	Certification			
<b>Other Site Types</b>					
<b>Meter/Regulator Sites</b>					
Characterization Work Plan	75	Submittal/Approval			
Characterization Report/Closure Report (no remediation required)	225	Submittal/Approval	Closure Report under COA - No Act 2 Reporting		
Characterization Report/RIR Report (remediation required)	200	Submittal/Approval	RIR		
Remediation Work Plan	100	Submittal/Approval	Cleanup Plan		
Remediation	350	Certification			
Final Report	150	Submittal/Approval	Final Report		
Public Involvement (per substantial activity(s))	75	Submittal/Approval	NIR, Public Involvement		
<b>Well Plugging</b>					
Notice of Intent to Plug	5	Submittal			
Well Plug	30	Submittal			
File Plugging Report	5	Submittal			
Site Reclamation	10	Submittal			

(1) Submittal to DEP earns 75% of points and Approval from DEP earns remaining 25%.  
(2) Submittal to DEP earns 100% of points and no DEP Approval required.  
(3) Submission of Certification to DEP earns 100% of points; follow-up detailed report does not require DEP Approval.  
\*\* If Appropriate for Specific Act 2 Release being sought

Revision:02-14-2005  
PFGsites\COA\exhibitd-Rev 02-05.xls

**APPENDIX D**  
**PPL Electric Utilities Corporation and Generation LLC Sites**  
**Remediation Accounting System – Points Table**

ACTIVITY	SCORE (POINTS)	SCORE (%)	PCB SUB (X 4.0)	PCB SUB W/ GW (X 8.0)	MGP SITE (X 20.0)	POWER PLANT (X 40.0)
Assessment Work Plan	5	1.23%	20 a	40	100	200
Assessment Report	15	3.70%	60	120	300	600
Characterization Work Plan	10	2.47%	b	80	200	400
Characterization Report	40	9.88%	b	320	800	1600
Remedy Selection	50	12.35%	200	400	1000	2000
Remedial Design	60	14.81%	240	480	1200	2400
Remedial Action	100	24.69%	400	800 c	2000 c	4000 c
Closure Report	10	2.47%	40	80	200	400
<b>Ancillary Activities</b>						
Deferred Active Site Plan	5	1.23%	20	40	100	200
Monitoring Report	5	1.23%		40	100	200
Ecological Studies	20	4.94%	80	160	400	800
Mitigation	30	7.41%			600	1200
Public Involvement	10	2.47%	40	80	200	400
Property Purchase	20	4.94%			400	800
Treatability Study	25	6.17%			500	1000
<b>Totals</b>	<b>405</b>	<b>100.00%</b>	<b>1100</b>	<b>2640</b>	<b>8100</b>	<b>16200</b>

**NOTES:**

- a. *Generic Assessment Work Plan developed for PCB substation sites, but a site-specific work plan is also submitted.*
- b. *For PCB substation sites, no characterization is typically completed.*
- c. *For remediations where the Engineer's Certification and Remedy Construction Report are submitted separately, 90% of the remedial action points will accrue upon submittal of the Engineer's Certification.*

EXHIBIT E

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF OIL AND GAS MANAGEMENT  
230 CHESTNUT STREET  
MEADVILLE, PENNSYLVANIA 16335

NOTIFICATION TO: PROSPECTIVE SUCCESSOR OR ASSIGNEE OF PPL GAS UTILITY  
CORPORATION OIL OR GAS WELLS

Pursuant to the terms of a Consent Order and Agreement between the Pennsylvania Department of Environmental Protection ("Department") dated \_\_\_\_\_, 2005, ("COA") and PPL Gas Utilities (PPL GU), PPL GU is providing you with the notification.

The oil or gas well(s) which you are considering acquiring is/are considered to be "abandoned" under Section 103 of the Oil and Gas Act. According to law, the owner or operator of an abandoned well must plug the well. While under the law the wells are considered to be abandoned and PPL GU currently is required to plug them. You must obtain approval from the Department for transfer of the permits or registrations and you must submit bonding equivalent to the bond provided by PPL GU pursuant to the COA. After the Department has approved transfer of the ownership, you will become solely responsible for plugging wells whether or not you put them into production. Within one year after you acquire the well or wells, you must put the well or wells into production, plug the wells that are not put into production or seek to obtain "inactive" status for such wells. To qualify for inactive status a well must satisfy the criteria set forth at 25 Pa. Code § 78.102. Further, within thirty (30) days of the effective date of transfer of the permits or registrations, you must notify the Department of your intention either to put each well into production, obtain inactive status or plug the well.

EXHIBIT F

GENERIC WORK PLANS

See attached CD with PDF of the Generic Work Plans.