

**STATE OF INDIANA**

**INDIANA UTILITY REGULATORY COMMISSION**

**IN THE MATTER OF THE COMMISSION'S    )  
INVESTIGATION INTO THE NATURAL GAS    )  
PIPELINE OPERATIONS OF A NATURAL    )  
GAS OPERATOR OF A MASTER METER    ) CAUSE NO. 45902  
SYSTEM LOCATED AT 1320 LEE COURT,    )  
EVANSVILLE, INDIANA, AND THE        )  
NATURAL GAS OPERATOR'S                )  
COMPLIANCE WITH PIPELINE SAFETY    )  
STANDARDS PURSUANT TO INDIANA        )  
CODE CHAPTER 8-1-22.5                 )**

**SUBMISSION OF SETTLEMENT**

The Testimonial Staff of the Pipeline Safety Division hereby provides notice that it has reached a settlement agreement with the respondents in this case. Therefore Testimonial Staff, by counsel, hereby submits its attached Exhibit 3: Verified Settlement Testimony of Director Miranda Erich, with the Stipulation and Settlement Agreement attached thereto as Joint Exhibit 1.

Respectfully Submitted,

s/ Jeremy Comeau  
Jeremy Comeau  
Assistant General Counsel  
Indiana Utility Regulatory Commission  
101 West Washington Street, Ste. 1500 East  
Indianapolis, Indiana 46204  
317-232-2102  
[jcomeau@urc.in.gov](mailto:jcomeau@urc.in.gov)

### CERTIFICATE OF SERVICE

The undersigned certifies that on March 28, 2024, a copy of the foregoing was served via electronic mail to the following:

Thomas Harper Email: <a href="mailto:thharper@oucc.in.gov">thharper@oucc.in.gov</a> <a href="mailto:infomgt@oucc.in.gov">infomgt@oucc.in.gov</a>	Heather Watts Email: <a href="mailto:Heather.Watts@CenterPointEnergy.com">Heather.Watts@CenterPointEnergy.com</a> Jeffrey Earl Email: <a href="mailto:Jeffery.Earl@CenterPointEnergy.com">Jeffery.Earl@CenterPointEnergy.com</a>
Jeffrey A. Wilhite Wilhite and Associates Law Firm, PC <a href="mailto:jeff@wilhiteassoc.com">jeff@wilhiteassoc.com</a>	

s/ Jeremy Comeau  
Jeremy Comeau

**Testimonial Staff's Exhibit 3**

**VERIFIED SETTLEMENT TESTIMONY OF**

**MIRANDA ERICH  
DIRECTOR  
PIPELINE SAFETY DIVISION**

**ON BEHALF OF**

**PIPELINE SAFETY DIVISION'S  
TESTIMONIAL STAFF**

**VERIFIED TESTIMONY OF MIRANDA ERICH**

**Q. Please state your name and business address.**

A. My name is Miranda Erich and my business address is 101 West Washington Street, Suite 1500 E, Indianapolis, Indiana 46204.

**Q. What is the purpose of your testimony?**

A. On behalf of the Testimonial Staff of the Pipeline Safety Division (Division) I am supporting the Stipulation and Settlement Agreement reached between the Settling Respondents and Testimonial Staff.

**Q. Please summarize the Stipulation and Settlement Agreement.**

A. The Stipulation and Settlement Agreement (Agreement) attached to my settlement testimony as Joint Exhibit 1, was reached between the Testimonial Staff and two of the respondents, Towne Properties Asset Management Company and Towne Properties Asset Management Company, LTD. Those two respondents are called the Settling Respondents.

The Settling Parties agree to the dismissal of all the other non-Settling Respondents, as listed in the Agreement. The Agreement explains that those other respondents are either not separate legal entities and/or did not have

1 ownership of the Coldwater Flats property at the time of the probable  
2 violations underlying this case.

3 The Agreement has two main components: (1) The Settling Respondents will  
4 pay for CenterPoint Energy to replace the master meters at each building on  
5 the Coldwater Flats property with individual meters and accompanying  
6 appurtenances, and (2) the Settling Respondents will pay for a third-party  
7 contractor to replace the individual service lines—downstream of the new  
8 individual meters—with new above ground piping.

9 The Settling Respondents will have certain reporting requirements as to the  
10 progress of the construction, and until complete, the current operator—  
11 Coldwater Flats LLC—will continue to operate the Coldwater Flats master  
12 meter system and the Division will continue to inspect the system.

13 If the Settling Respondents fail to meet any terms in the Settlement  
14 Agreement, they have agreed to pay \$484,500.00 for the breach, unless the  
15 construction is not undertaken because the overall costs will exceed  
16 \$470,000.00. The Settling Parties are operating under the assumption that  
17 the total costs to the Settling Respondents will be under \$470,000.00, but we  
18 do not have finalized bids or quotes for some of the work at this time.

19 Therefore, once the bids are finalized, the Settling Respondents may still  
20 elect to complete the work even if the bids exceed \$470,000.00 in total, but

1 the Settling Respondents will also have the option to instead pay the amount  
2 of \$300,000.00 to the State of Indiana. That amount will resolve the  
3 outstanding probable violations in this case and any pending violations  
4 through the date of execution of the Agreement, but the current operator will  
5 continue to be the operator of a master meter system and subject to future  
6 violations.

7 Once the Settling Parties complete all of the construction called for in the  
8 Agreement, the Coldwater Flats system will no longer be a master meter  
9 system and the distribution system will instead be operated by CenterPoint,  
10 which I believe will make for a much safer system.

11 **Q. As to the first major component of the Agreement, the replacement**  
12 **of the master meters by CenterPoint, describe what that entails.**

13 A. Per the Agreement, the Settling Respondents will enter into a written  
14 agreement with CenterPoint for the specified work to be done. That  
15 agreement must be executed no later than July 1, 2024. That deadline allows  
16 for a short period for CenterPoint and the Settling Respondents to work out  
17 the details of the work, and to agree to the total cost. The work then must be  
18 completed by July 1, 2025, at the latest. The work will generally consist of  
19 the removal of the approximately 23 master meters currently installed at  
20 each building in the Coldwater Flats apartment complex, and in its place,

1 CenterPoint will install individual meters for each unit. The individual  
2 meters will each serve one unit in the building, so if there are eight units in  
3 the building, CenterPoint will install a bank of eight individual meters. I  
4 understand at the same time CenterPoint will also install a new commercial  
5 service line feeding the bank of individual meters, as well as a manual “curb”  
6 valve and/or an excess flow valve depending on CenterPoint’s engineering  
7 requirements. Once the individual meters are installed (along with the new  
8 service lines discussed below), the tenants at Coldwater Flats will then  
9 become individual customers of CenterPoint and receive bills directly from  
10 CenterPoint. As I said, the details of the work and the accompanying cost will  
11 be determined by July 1, 2024. In my estimation, the cost to the Settling  
12 Respondents for CenterPoint’s work will likely be less than \$270,000.

13 Once the Settling Respondents and CenterPoint have an agreement in place,  
14 the Settling Respondents are required to share the agreement with the  
15 Division, and the Division may inspect the construction at any time. And the  
16 Division will, of course, continue to enforce pipeline safety standards for this  
17 construction, as with any other operator.

18 **Q. Describe the second major component of the Agreement consisting of**  
19 **the replacement of the customer-owned service lines.**

1     A.   The second component involves the replacement of the service lines from the  
2         outlet of the new individual meters, described above, to each unit in the  
3         building. These new customer-owned service lines will continue to be owned  
4         by the owner of the Coldwater Flats apartment complex, which is presently  
5         Coldwater Flats LLC. The existing service lines are underground and are of  
6         an unknown age and condition. Because of that, the Agreement requires the  
7         Settling Respondents to install new service lines. The new service lines will  
8         be above ground and will run from the outlet of each individual meter to each  
9         unit. Again, if there are eight units in a building, the Settling Respondents  
10        will install eight new service lines—one feeding each unit.

11       The Agreement requires the Settling Parties to enter into a contract with a  
12       third-party licensed plumber to do this work, and that contract must be  
13       executed by July 1, 2024, and shared with the Division. As with the  
14       CenterPoint work, the Division may inspect this work and enforce pipeline  
15       safety standards. The Settling Parties will be responsible for all the costs of  
16       the contract. I do not have a solid estimate on what this work will cost, but I  
17       estimate it will cost less than \$200,000.

18   **Q.   Once the work required under the Agreement is complete, will the**  
19       **Coldwater Flats system constitute a master meter system under the**  
20       **jurisdiction of the Division?**



1 No, once the work is complete, the system will no longer constitute a master  
2 meter system and CenterPoint will be the sole operator of the distribution  
3 system in the area. There will no longer be an operator of a master meter  
4 system under the jurisdiction of the Division at this location because there  
5 will be no master meter system. The definition of a master meter system is  
6 found in 49 C.F.R. 191.2:

7 “a pipeline system for distributing gas within, but not limited to, a  
8 definable area, such as a mobile home park, housing project, or  
9 apartment complex, where the operator purchases metered gas from  
10 an outside source for *resale* through a *gas distribution pipeline*  
11 *system*. The gas distribution pipeline system supplies the ultimate  
12 consumer who either purchases the gas directly through a meter or by  
13 other means, such as by rents” (emphasis added.)

14 Once the work is complete, CenterPoint will operate the distribution system  
15 and sell natural gas directly to the tenants. The owner of the Coldwater Flats  
16 apartment complex will, therefore, no longer distribute gas for resale through  
17 rents or otherwise because of the individual unit meters operated by  
18 CenterPoint. In short, there will no longer be a master meter operator at the  
19 Coldwater Flats apartment complex. The owner of the Coldwater Flats  
20 apartment complex will however still own and maintain the individual  
21 service lines and the interior piping and gas appliances. This set-up is akin to  
22 most other apartment complexes in the state.

23 **Q. What is your opinion on the safety of the system if completed as you**  
24 **describe?**

1     A.     By constructing both components of the Agreement as I describe, the  
2           Coldwater Flats apartment complex and the public will enjoy a significantly  
3           increased level of safety. First, the above ground service lines will be much  
4           safer than the existing below ground service lines. As I stated, the condition  
5           and age of those below ground lines is unknown, and below ground lines are  
6           subject to a heightened risk of hidden damage and corrosion. Perhaps most  
7           dangerously, leaks from below ground pipelines are more difficult to detect  
8           and can result in underground migration of natural gas through a sewer  
9           system or even through the ground, which can accumulate and enter  
10          buildings. That accumulation can lead to a severe safety hazard for the  
11          residents of the building and the public at large. The above ground lines will  
12          be brand new, which is safer in and of itself, and the odor from a leak above  
13          ground is more readily detectable by residents or others in the area. In  
14          addition, natural gas is lighter than air, and a natural gas leak above ground  
15          will naturally rise and dissipate with much less risk of a safety hazard to  
16          property and life. The trade-off is that some people might find above ground  
17          gas lines less visually appealing, but the tradeoff in aesthetics is well worth it  
18          in my opinion.

19          Second, the upgrades to CenterPoint's side of the system will also help with  
20          the safety of the system as a whole. The ability to isolate individual units  
21          means a problem in one unit will not affect the entire building. Add to that

1 the inherent safety benefits of the excess flow valve and/or manual valves  
2 that are to be installed by CenterPoint. Those valves and/or safety devices  
3 will contribute to the overall safety of the system by restricting abnormal gas  
4 flows or allowing shut-off in an emergency.

5 Ultimately, I believe completion of the Agreement will result in the best-case  
6 scenario for this apartment complex and the public safety and will put this  
7 apartment on par with most other apartment complexes. For these reasons, I  
8 believe the Agreement satisfactorily resolves this case, including the  
9 violations I described in my direct testimony. In my opinion, this conversion  
10 is preferable to obtaining penalties for historical violations as the conversion  
11 will permanently resolve any possible future issues.

12 **Q. What if the Settling Respondents do not complete the work as**  
13 **required by the Agreement?**

14 A. There are two scenarios contemplated by the Agreement. First, if the costs  
15 exceed the Settling Parties' estimate of \$470,000.00, the Settling  
16 Respondents may choose to complete the work anyway, or they may choose  
17 instead to not complete the work and pay \$300,000.00 for the probable  
18 violations at issue in this case. In the latter case, the current operator would  
19 remain an operator of the master meter system subject to the pipeline safety  
20 standards.

1 If the construction is not completed by the July 1, 2025, deadline for any  
2 reason other than the exceedance of the costs estimated above, or if the  
3 Settling Respondents fail in any of the other Agreement terms, except as  
4 otherwise agreed by the Settling Parties, the Settling Respondents agree to  
5 pay \$484,500.00 for the probable violations at issue in this case. This is the  
6 same penalty amount I recommended in my direct testimony based on the  
7 nine violations found during and after the June 21, 2022, inspection. Here  
8 again, the Settling Respondents would pay this amount without the  
9 conversion of the system, and would, therefore, still be operators of the  
10 master meter system and subject to continued inspection by the Division as  
11 to all applicable pipeline safety standards. I believe this penalty and  
12 continued regulation is a significant incentive for the Settling Respondents to  
13 abide by the Agreement.

14 **Q. Does this conclude your settlement testimony?**

15 Yes, and I request the Commission approve the Agreement without  
16 modification.

VERIFICATION

I, Miranda Erich, affirm under the penalties for perjury, that the foregoing representations in my testimony are true.

A handwritten signature in black ink, appearing to read "Miranda Erich", written in a cursive style.

---

Miranda Erich

IURC Cause No. 45902

## Joint Exhibit 1

Stipulation and Settlement Agreement between Testimonial Staff, Towne Properties Asset Management Company, and Towne Properties Asset Management Company, LTD

**STATE OF INDIANA**

**INDIANA UTILITY REGULATORY COMMISSION**

<b>IN THE MATTER OF THE COMMISSION'S</b>	)	
<b>INVESTIGATION INTO THE NATURAL GAS</b>	)	
<b>PIPELINE OPERATIONS OF A NATURAL</b>	)	
<b>GAS OPERATOR OF A MASTER METER</b>	)	
<b>SYSTEM LOCATED AT 1320 LEE COURT,</b>	)	<b>CAUSE NO. 45902</b>
<b>EVANSVILLE, INDIANA, AND THE</b>	)	
<b>NATURAL GAS OPERATOR'S</b>	)	
<b>COMPLIANCE WITH PIPELINE SAFETY</b>	)	
<b>STANDARDS PURSUANT TO INDIANA</b>	)	
<b>CODE CHAPTER 8-1-22.5</b>	)	

**STIPULATION AND SETTLEMENT AGREEMENT**

The Testimonial Staff of the Indiana Utility Regulatory Commission's (Commission's) Pipeline Safety Division (Division), Towne Properties Asset Management Company and Towne Properties Asset Management Company, LTD (the two Towne entities are together the "Settling Respondents" and all of the foregoing parties are, together, the "Settling Parties") hereby submit this Stipulation and Settlement Agreement (Agreement) for the Commission's consideration. The Settling Parties agree that the terms and conditions set forth below represent a fair and reasonable resolution of all the issues in this case, subject to incorporation into a final order of the Commission, which approves this Agreement without any modification or condition that is not acceptable to the Settling Parties. The Settling Parties concede that the following stipulations and agreements are contingent on approval by the Commission and respectfully request that the Commission approve this Stipulation and Settlement Agreement as written.

**A. General Terms**

1. This Agreement is not to be deemed an admission by any Settling Party except as necessary to enforce its terms before the Commission, or any Court of competent jurisdiction. This Agreement is solely the result of compromise in the settlement process and, except as expressly provided herein, is without prejudice to and shall not constitute a waiver of any position that any of the Settling Parties may take with respect to any or all of the issues resolved herein.

2. If this Agreement is not approved by the Commission, the Settling Parties agree that the terms hereof shall be privileged. Moreover, the concurrence of the Settling Parties with the terms of this Agreement is expressly predicated and conditioned upon the Commission's approval of this Agreement, in its entirety, without modification or further condition deemed unacceptable by any Settling party. If the Commission does not approve this Agreement in its entirety, this Agreement shall be null and void and deemed withdrawn, unless otherwise agreed in writing by the Settling Parties.

3. This Agreement represents all of the terms and conditions agreed to by the Settling Parties. It shall be construed in accordance with its plain meaning and the order approving this Agreement. This Agreement shall be binding upon the Settling Parties, successors, and assigns.

4. The Settling Parties will offer prefiled written testimony into the record at the public hearing related to approval of this Agreement sufficient to support the Commission's finding that this Agreement is in the public interest. Settling Parties may offer all prefiled testimony into the record at the public hearing, and Settling Parties agree no Settling Party will contest or otherwise object to the prefiled testimony and will not cross examine the other parties' witnesses.

5. The communications and discussions during the negotiations and conferences which have produced this Agreement is conducted on the explicit understanding that they are, or



relate to, offers of settlement and shall be privileged and confidential, shall be without prejudice to the position of any Settling Party, and are not to be used in any manner.

**B. Jurisdiction and Procedural Posture.**

6. The Commission initiated this investigation on June 14, 2023, against four (4) legal entities:

- Towne Properties Asset Management Company (alternative name TPAMC, Inc.)
- Towne Properties Asset Management Company, LTD (alternative name Towne Properties Asset Management Company, LTD LLC)
- Arbors Evansville, LLC
- Coldwater Flats LLC (alternative name Coldwater Flats IN LLC)

7. The Commission set the procedural schedule in this case on August 16, 2023, with a deadline for a settlement agreement and supporting testimony of 10 business days prior to the evidentiary hearing. The evidentiary hearing is scheduled to commence on April 15, 2024.

8. The Division is responsible for the administration and enforcement of compliance with federal safety performance applicable to transportation and related pipeline facilities established under the Natural Gas Pipeline Safety Act of 1968 and the Hazardous Liquid Pipeline Safety Act of 1979 (49 U.S.C. 60101 *et seq.*) (the “PHMSA Standards”) under Indiana Code ch. 8-1-22.5. The Division is also responsible for the administration and enforcement of compliance with the pipeline safety standards adopted by the Commission for the State of Indiana in 170 IAC 5-3, which specifically incorporates and adds to the federal safety standards.

9. Coldwater Flats is a multi-family apartment complex located at 1320 Lee Court, Evansville, Indiana, 47714 (“Coldwater Flats”), and has natural gas facilities, which constitute a master meter system as defined by 49 CFR 191.3. A master meter system operator is a “person,”

as defined in Ind. Code § 8-1-22.5-1, who either “engages in” or “is engaged in” “transportation or owns, operates, or leases pipeline facilities” under Ind. Code §§ 8-1-22.5-6 and -7. A master meter system operator is required to comply with the gas pipeline safety standards and requirements set forth in Ind. Code ch. 8-1-22.5 and 170 IAC 5-3 and is subject to specified penalties for noncompliance, after notice and opportunity for a public hearing.

**B. Inspection**

10. On June 21, 2021, the Testimonial Staff conducted three (3) inspections at the Coldwater Flats that gave rise to notices of probable violations of pipeline safety standards related to:

(a) Failure to file or keep various master meter records and for failing to maintain an operations and maintenance plan, a violation of 170 IAC 5-3-4(e)(3), 170 IAC 5-3-2(1)(a)(3), 49 CFR 192.605, and 49 CFR 192.603;

(b) Failure to maintain records and qualified individuals to perform certain tasks, violations of 49 CFR 192.805;

(c) Failure to maintain various records, including an emergency plan, a violation of 170 IAC 5-3-2(1) and 170 IAC 5-3-1(b); and

(d) Failure to properly register the name of the gas operator responsible for the property, a violation of 49 CFR 191.22.

11. Based on subsequent notices of probable violations sent by the Division, the Division identified nine (9) violations, each enforceable under Ind. Code § 8-1-22.5-7.

12. This Agreement resolves all of the probable violations arising out of the June 21, 2021 inspections against all of the named respondents.

13. The Settling Parties stipulate that the probable violations found by the Division in the inspections would, if true, constitute violations of applicable minimum pipeline safety standards.

**C. Parties**

14. The Settling Parties agree to a dismissal with prejudice as to all named respondents other than the Settling Respondents.

15. In furtherance of the dismissal and for information as to the identity of the Respondents, the Settling Parties Stipulate to the following

- Towne Properties Asset Management Company, LTD LLC is an alternative name for Towne Property Asset Management Company, LTD and is not a separate legal entity.
- TPAMC, Inc. is an alternative name for Towne Property Asset Management Company and is not a separate legal entity.
- Coldwater Flats IN LLC is an alternate name for Coldwater Flats LLC and is not a separate legal entity.
- Coldwater Flats LLC did not own the apartment complex at the time of the inspection in this case.
- Arbors Evanville, LLC no longer owns property in Indiana and no longer owns Coldwater Flats.

**D. Settlement Terms**

16. The Settling Parties agree that the interest of public safety is best served by having Southern Indiana Gas & Electric Company, d/b/a/ CenterPoint Energy Indiana South (CenterPoint) directly and individually meter each unit at Coldwater Flats. To effectuate the individual metering, the Settling Respondents will install new above-ground, customer-owned individual service lines (the “New Lines”). After the New Lines are installed and after CenterPoint completes its conversion in paragraph 17, below, CenterPoint will be the sole natural gas distribution operator

serving Coldwater Flats. The Coldwater Flats natural gas facilities will no longer be defined as a master meter system under 49 CFR 191.3.

17. To effectuate the above, one or both of the Settling Respondents agree to enter into a written contract(s) with a third party licensed as a plumber in Indiana by July 1, 2024. The contract(s) will require the contractor(s) to install and connect to each unit new above-ground, individual service lines. The Division shall have the authority to reject a contract if it will not meet pipeline safety standards. The Settling Respondents are responsible for all costs of the contract(s). The contract(s) shall have a completion date for the construction that shall not be later than July 1, 2025, unless otherwise agreed to in writing by the Settling Parties to this Agreement.

18. One or both of the Settling Respondents shall also enter into a written agreement with CenterPoint no later than July 1, 2024, to replace each master meter on each building with individual meters serving each unit, as well as any reasonable and necessary replacement or refurbishment of CenterPoint owned service lines and appurtenances. The agreement shall have a completion date for the work that shall not be later than July 1, 2025, unless otherwise agreed to in writing by the Settling Parties to this Agreement. Settling Respondents shall be responsible for all costs of the agreement.

19. The Settling Respondents shall provide a copy of the aforementioned contract(s) and agreement to the Division within one business day of execution and shall provide a copy of any amendments or modifications to said contract(s) and agreement to the Division within one business day of execution.

20. Commencing on the approval of this Settlement Agreement, Settling Respondents shall provide the Division with a written update on the status of the contracts and the work performed on or before 5<sup>th</sup> day of each month until the work is completed. The Division shall have

the right to inspect the aforementioned work at any time and to require conformance with applicable pipeline safety standards.

21. Settling Respondents shall have all work in this Stipulation and Settlement Agreement completed by July 1, 2025, unless otherwise agreed in writing by the Settling Parties, or the enforcement provision below shall apply.

**E. Breach**

22. In the event of any claimed breach of this Agreement, the Division shall promptly notify the Settling Respondents in writing of the breach and allow thirty (30) days for Settling Respondents to remedy any such breach prior to proceeding with any enforcement rights pursuant to Section F below.

**F. Enforcement of Settlement Agreement**

23. This Agreement is predicated on the assumption that the overall costs for the scope of work outlined in paragraphs 16-18, above, will be less than \$470,000.00. If the overall costs for the scope of work exceed \$470,000.00, as shown by bids, quotes, or contracts, Settling Respondents may elect to pay the amount of \$300,000.00 to the general fund of the state of Indiana instead of completing the scope of work in paragraphs 16-18. Under the circumstances in this paragraph, respondents shall not be liable for penalties for any other violations through the date of the execution of this Agreement. The then present operator of the master meter system will remain the operator of the master meter system and subject to regulation by the Division and Commission.

24. Upon a breach of any of the terms in this Agreement by Settling Respondents other than the provision in paragraph 23, above, and unless otherwise agreed to in writing, the Settling Respondents agree to pay to the general fund of the State of Indiana the amount of \$484,500.00.

**G. Force Majeure**

25. In the event Settling Respondents are unable to perform their obligations under the terms of this Agreement because of acts of God, natural disasters, or decrees of governmental bodies, such party shall not be liable for any breach resulting from such failure to perform or otherwise from such causes. The Settling Respondents shall notify the Division as soon as reasonably possible following the occurrence of an event described in this subsection and shall do everything reasonably possible to resume performance at the earliest opportunity.

**H. Operator Status Pending Completion of Work**

26. The current operator shall be the operator of the Coldwater Flats system until the final completion of the construction work identified in this Stipulation and Settlement Agreement. The Division may inspect the operator until the work described herein is complete and, if violations are found, may seek compliance and penalties for those violations through standard compliance procedures.

**I. Civil Penalty**

27. The Settling Parties agree that upon completion of the construction in this Agreement, , respondents shall not be liable for a civil penalty based on the June 21, 2021, inspections and shall not be liable for other violations through the date of execution of this Agreement.

**J. Public Record**

28. This Agreement is a public record subject to disclosure upon request under the Indiana Access to Public Records Act, Ind. Code ch. 5-14-3.

**K. Severability**

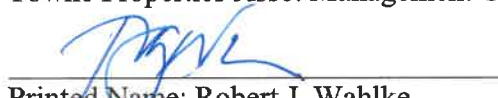
29. If any provision(s) of this Agreement shall be held or made invalid by a court or forum of competent jurisdiction, statute or rule, or shall be otherwise rendered invalid, the remaining provisions of this Agreement shall not be affected thereby.


**L. Execution in Counterparts**

30. This Amendment may be executed via .pdf and sent in counterparts, each of which shall be deemed an original, but of which shall constitute one and the same instrument.

31. It is so stipulated and agreed this 28<sup>TH</sup> day of March 2024.

  
Printed Name: Adam Bortz  
Towne Properties Asset Management Company

  
Printed Name: Robert J. Wahlke  
Towne Properties Asset Management Company,  
LTD

  
Miranda Erich  
Director, Pipeline Safety Division  
Indiana Utility Regulatory Commission

March 28, 2024

March 28, 2024