COPY

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS

PEOPLE OF THE STATE OF ILLINOIS, ex rel. JAMES E. RYAN, Attorney General of the State of Illinois,	)	
Plaintiff,	)	
-v-	)	No. 01-4169-JPG
MARATHON OIL COMPANY,	)	
Defendant.	)	

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CONSENT DECREE

This action was commenced on behalf of the PEOPLE OF THE STATE OF ILLINOIS, ex rel. JAMES E. RYAN, Attorney General of the State of Illinois ("Attorney General"), as Plaintiff, on his own motion and at the request of the Illinois Environmental Protection Agency ("Illinois EPA") and the Illinois Department of Natural Resources ("IDNR"), hereinafter collectively referred to as "the State" or "the State of Illinois." The State and Marathon Oil Company ("MOC"), as Defendant, having agreed to the formation and entry of this Consent Decree, do hereby stipulate and agree as follows:

I. PREAMBLE

1. The parties stipulate that this Consent Decree is entered into for the purposes of settlement only, and that neither the fact that a party has entered into this Consent Decree, nor any of the factual allegations herein, shall be used for any purpose in this or any other proceeding except to enforce the terms hereof by the parties to this agreement.

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2. It is expressly understood and agreed to by and between the parties that the agreements, stipulations, and statements herein contained are not binding on the parties, and shall be deemed null and void, in the event this Consent Decree is not executed by all parties.

3. If for any reason the Court should decline to enter this Consent Decree in the form presented, this Consent Decree shall be deemed null and void, and the terms of the Decree may not be used as evidence in any litigation between the parties or otherwise.

4. The undersigned representative for each party warrants that he or she is fully authorized by the party whom he or she represents to enter into the terms and conditions of this Consent Decree and to bind legally the party he or she represents to the Consent Decree.

II. SUBJECT MATTER

5. During the period of December 27, 1977, to December 31, 1999, MOC has, either directly or indirectly through subsidiaries or affiliates, operated common carrier pipelines for the transportation of crude oil and refined products within the State of Illinois as well as pipelines to collect crude oil from the production wells where it was produced (the "Gathering Lines") in sixteen (16) counties within the State of Illinois, including Bond, Champaign, Clark, Clay, Crawford, Fayette, Hamilton, Iroquois, Jasper, Lawrence, Madison, Marion, Richland, Wabash, Wayne, and White counties (collectively, the common carrier pipelines and the Gathering Lines will be referred to as the "Transport Lines").

6. During the period of December 27, 1977, to December 31, 1999, there were a number of spills, leaks, discharges, and/or releases of oil and/or refined products from the Transport Lines consisting of the following:

a. Those listed in the Attorney General's notice letter of April 3, 2001;

b. Those that have been reported to the Illinois Emergency Management Agency ("IEMA") (or its predecessor) by MOC or its affiliates from December 27, 1977, through December 31, 1999. The existence of such an Incident Report in IEMA's records showing a release date occurring between December 27, 1977, through December 31, 1999, shall be considered adequate evidence that a spill, leak, discharge, and/or release of oil and/or refined product was reported to IEMA or its predecessor and is covered under this Consent Decree.

c. Those that are listed in either the Illinois EPA's January 23, 1997, or July 17, 1997, notices of violations; or

d. Those that are listed in the Illinois EPA's March 8, 1995, Pre-Enforcement Conference Letter.

Hereinafter these shall be collectively referred to as the "Release Incidents" and are the subject matter of this Consent Decree.

7. The State alleges that these Release Incidents have resulted in impacts including, without limitation, soil contamination, surface water contamination, and groundwater contamination and have adversely impacted aquatic life, wildlife, flora and fauna or have threatened to impact soils, surface water, groundwater, flora, fauna, wildlife, and aquatic life.

8. The State alleges that by causing or allowing the release of contaminants from the Transport Lines into waters of the State, MOC has, in each instance, caused or allowed water pollution and, therefore, has violated Section 12(a) of the Illinois Environmental Protection Act, 415 ILCS 5/12(a) (2000) (the "State Act").

9. The State alleges that by causing, threatening, or allowing the deposit of contaminants upon wooded areas, fields, and soils adjoining the affected waterways, MOC has created a continuing water pollution hazard and, therefore, has violated Section 12(d) of the State Act, 415 ILCS 5/12(d) (2000).

10. The State alleges that since August 18, 1990, the State has incurred and will continue to incur costs associated with the containment, removal, and remediation of the discharged oil and with actions necessary to minimize or mitigate damage to the public health or welfare and the environment.

11. The Illinois EPA and IDNR have been designated by the Governor as co-trustees for natural resource damages for the State of Illinois, and that designation has been recognized by the President of the United States.

12. The State alleges that pursuant to Section 311(f)(4) and (5) of the Federal Clean Water Act ("CWA"), 33 U.S.C. 1231(f)(4) and (5), MOC is liable to the State for all costs of replacing or restoring natural resources and lost use value as a result of the Release Incidents during the period of December 27, 1977, through August 18, 1990, incurred or to be incurred by the State.

13. The State alleges that pursuant to Section 1002 of the Oil Pollution Act of 1990 ("OPA"), 33 U.S.C. 2702, MOC is liable to the State for all costs of replacing or restoring natural resources and lost use value as a result of the Release Incidents from August 18, 1990, through December 31, 1999, incurred or to be incurred by the State.

14. During 1997 and 1998, MOC alleges that it spent more than $1,000,000.00 to reduce the extent of its Gathering Lines from over 600 miles of pipelines to less than 180 miles, to upgrade those portions of the system remaining in operation, and to perform cleanups of releases. In 1999, MOC represents that it sold the remainder of its operational Gathering Lines.

15. Since 1995, MOC and its affiliates have been engaged in continuing efforts to address environmental impacts associated with Release Incidents and have been diligent in attempting to comply with the requirements of the State Act, CWA, and OPA.

16. Since 1995, MOC has been cooperative with the Attorney General, Illinois EPA, and IDNR in addressing this matter and has responded timely to their requests.

17. The factual and legal allegations made by the Attorney General, Illinois EPA, and IDNR herein and in the Complaint are not admitted by MOC; rather MOC asserts it has entered into this Consent Decree in order to resolve outstanding matters and to save the costs and the time of litigation.

III. JURISDICTION

18. For the purpose of this case only (including any enforcement of this Consent Decree as provided for herein), this Court has jurisdiction over the subject matter of this action pursuant to Section 311 of the CWA, 33 U.S.C. 1321; and Section 1017 of the OPA, 33 U.S.C. 2717 and 28 U.S.C. 1331, and, pursuant to 28 U.S.C. 1367, this Court has supplemental jurisdiction over the claims under the State Act, 415 ILCS 5/1, *et seq.* (2000).

19. This Court has jurisdiction over the parties. The parties to this Consent Decree shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

IV. PARTIES AND APPLICABILITY

20. The parties to this Consent Decree are the State of Illinois, including the Attorney General, Illinois EPA, IDNR, and Defendant MOC, an Ohio corporation. MOC's transfer of any of the Transport Lines to other entities shall not affect its obligations under Section V of this Consent Decree.

21. This Consent Decree shall apply to and be binding upon the State of Illinois, including all its agencies and departments, MOC, and all of its parents, affiliates, related entities, subsidiaries, predecessors, successors, and assigns, and all officers, directors, employees, and agents thereof (collectively referred to as "MOC's Privies").

V. FINAL JUDGMENT ORDER

22. This Court having jurisdiction over the parties and subject matter, the Court having considered the State's Complaint and being advised in the premises, the Court finds the following relief appropriate:

IT IS HEREBY ORDERED AND ADJUDGED:

A. RESOLUTION OF CLAIM FOR INJURIES TO NATURAL RESOURCES

23. The impacted State natural resources reported during the investigation of the Release Incidents included flora, fauna, wildlife, surface waters, groundwater, soil, and aquatic life. No other impacts to State natural resources were reported during those investigations. No impacts

to federal resources such as migratory birds or federally listed endangered species were reported during the course of the investigations.

24. After identifying the possibility of injuries to natural resources as a result of the Release Incidents and to avoid the significant delay that would occur if the State pursued litigation and adhered strictly to the natural resource damage assessment procedures provided in the federal natural resource damage regulations, the State exercised an option recognized in the federal regulations and employed an alternative method to evaluate the potential damages to natural resources resulting from the Release Incidents. This method took into consideration the location of each Release Incident, the possible effects each Release Incident may have on natural resources, the time required to correct the losses in services provided by the natural resources, and that the contamination resulting from each Release Incident has been or should be eliminated.

25. MOC conducted its own review and evaluation of damages that could be imposed for injuries to natural resources resulting from the Release Incidents. The measures set forth below are the result of arms-length negotiations between the parties.

26. Neither execution of this Consent Decree by any signatory nor its entry by the Court shall be used as a precedent to compel any signatory to employ or forego any particular method of evaluating potential damages to natural resources or to comply with or forego complying with the natural resource damage assessment procedures provided in the federal natural resource damage regulations.

27. Therefore, to resolve its liability for Natural Resource Damages ("NRD") as a result of the Release Incidents as alleged herein and in the Complaint, MOC shall undertake the measures delineated in the following three (3) paragraphs.

28. **Natural Resource Restoration Trust Fund:**

Within sixty (60) days of the entry of this Consent Decree, MOC shall pay a total of $263,000.00 as compensation for injuries to and lost use of natural resources for all the Release Incidents. Said amount shall be payable by Company check to: "Treasurer of the State of Illinois, for deposit in the Natural Resource Restoration Trust Fund," and be delivered to:

Illinois Department of Natural Resources
Office of Fiscal Management
Attention: John Bandy, Manager
524 South Second Street
Lincoln Tower Plaza
Springfield, Illinois 62701

A copy shall be contemporaneously provided to the Illinois EPA, IDNR, and the Attorney General at the addresses listed in paragraph XVIII.75 below.

29. **Funding of Educational Projects:**

Within sixty (60) days of entry of this Consent Decree, MOC shall provide to IDNR a total of $25,000.00 to fund environmental educational activities that involve natural resource restoration activities in and around the sixteen (16) counties impacted by the Release Incidents. This payment shall be made in the manner specified in paragraph V.A.28 above. A copy shall be contemporaneously provided to the Illinois EPA, IDNR, and the Attorney General at the addresses listed in paragraph XVIII.75 below.

30. Assessment Costs for NRD Claims:

Within sixty (60) days of the entry of this Consent Decree, MOC shall pay a total of $12,000.00 to reimburse the IDNR for the Costs it incurred in investigating and evaluating the impact of the Release Incidents on the State's natural resources and in negotiating the resolution of the claim for natural resource damages for the Release Incidents (hereafter "Assessment Costs"). This payment shall be made in the manner specified in paragraph V.A.28 above. A copy shall be contemporaneously provided to the Illinois EPA, IDNR, and the Attorney General at the addresses listed in paragraph XVIII.75 below. Any further or future Assessment Costs related to the Release Incidents shall not be payable by MOC except as provided in paragraph VI.45 below.

31. During the course of the investigation and evaluation of potential natural resource damages as a result of the Release Incidents, and the subsequent investigations to resolve those damages the State has consulted with and advised the United States Fish and Wildlife Service, the federal natural resources trustee, of the issues and the State's planned actions with regard to these items as set forth in Section V.A. herein.

B. COMPLETION OF REMOVAL ACTIONS

32. MOC believes that it has undertaken and completed Removal Actions at all the sites, facilities, and/or areas of the Release Incidents that are the subject of this Consent Decree, except those noted herein. With regard to these eleven (11) exceptions, MOC shall complete Removal Actions at the following sites, subject to Illinois EPA review and approval, according to the attached Work Plans and schedules set forth in Exhibit A and Cleanup Objectives set forth in Table 1 (all attached hereto and incorporated herein):

Release No.	Release Date
930534	03/04/93
931201	05/07/93
942363	10/13/94
950071	01/10/95
950985	05/09/95
952162	10/18/95
952389	11/22/95
960490	03/27/96
960911	05/26/96
960962	06/01/96
960972	06/03/96

Upon completion of the Removal Action for each site, MOC shall comply with the requirements of paragraphs 68-70 below.

33. MOC may request Illinois EPA approval of revisions to the Removal Actions specified in the Work Plans in Exhibit A, in writing, as the removal activities proceed and shall include in the request the justifications for the revisions. Such requests shall be sent to the Illinois EPA, with a copy to IDNR, at the addresses listed in paragraph XVIII.75 below. The Illinois EPA approval of such revision requests, if granted, shall be in writing but shall not require amendment of the Consent Decree or Exhibit A. Approval of such requests shall not be unreasonably withheld by the Illinois EPA and shall be acted upon within ninety (90) days of receipt of such request from MOC. MOC may request revisions to any schedule in the Work Plans in Exhibit A by telefax sent to 217-782-1431, attention: Manager, Office of Emergency Response, Illinois EPA. The Illinois EPA will respond to MOC by telefax sent to 217-382-2200 within ten (10) calendar days from receipt of the Work Plan schedule change request.

C. RESOLUTION OF VIOLATIONS OF THE STATE ACT

34. Penalty Payment:

a. To resolve alleged violations of the State Act, MOC shall make a one-time penalty payment of $60,000.00 to the Environmental Protection Trust Fund, within sixty (60) days of the District Court's entry of this Consent Decree. This amount shall be paid by Company check, payable to: "Illinois Environmental Protection Agency, for deposit in the Environmental Protection Trust Fund," and be delivered to:

Illinois Environmental Protection Agency
Fiscal Services Section
1021 North Grand Avenue East, P.O. Box 19276
Springfield, IL 62794-9276

A copy of the penalty payment transmittal and check shall be simultaneously submitted to:

Environmental Bureau
Illinois Attorney General's Office
500 South Second Street
Springfield, IL 62706

b. The following information shall appear on MOC's company check:

Case Name:
Case Court No.:
MOC's FEIN: 25-1410539

c. For purposes of payment, collection, and notice, MOC may be reached at the following address:

Marathon Oil Company
Attention: Edward A. Strenkowski, Esq.
P.O. Box 3128
Houston, TX 77253

d. In the event the penalty is not paid in a timely fashion, interest shall accrue and be paid by MOC at the rate set forth in subsection 1003(a) of the Illinois Income Tax Act, 35 ILCS 5/1003(a) (2000), pursuant to subsection 42(g) of the State Act, 415 ILCS 5/42(g) (2000).

35. **Supplemental Environmental Projects:**

To provide an additional environmental benefit to the citizens of the State of Illinois, MOC shall perform and complete the following Supplemental Environmental Projects ("SEPs") described in paragraphs 36 and 37 at a total cost of not less than $110,000.00:

36. **Air Curtain Destructor SEP:**

Within sixty (60) days of entry of this Consent Decree, MOC shall purchase and donate to the State of Illinois a new Air Curtain Destructor (Air Burner Model S-127), which shall be used by State agencies to dispose of materials generated or collected during emergency response and other activities. The Air Curtain Destructor will result in quicker, less costly, and more effective cleanups. The Air Curtain Destructor shall be presented in a joint-delivery ceremony to the Illinois Department of Transportation at the MacArthur Avenue Equipment Yard in Springfield, Illinois. The expected cost of this SEP, including delivery charges is between $95,000 to $102,000 and MOC shall provide Illinois EPA with the final invoice and other documentation reflecting the final payment made within sixty (60) days after payment is made.

37. **Emergency Planning and Preparedness SEP:**

Any difference between the total cost of purchasing and delivering the Air Curtain Destructor and $110,000.00 shall be the cost of the Emergency Planning and Preparedness SEP ("EPP SEP Cost"). MOC shall provide emergency response equipment to selected Illinois fire

departments and Local Emergency Planning Committees ("LEPCs") in the various counties where Release Incidents occurred. MOC shall submit a proposal to the Illinois EPA for its approval or modification within ninety (90) days of the delivery of the Air Curtain Destructor, which shall describe the equipment to be bought, the fire departments or LEPCs that will receive the equipment, the cost of such purchase and delivery, and the schedule by which the equipment will be delivered. Illinois EPA shall approve or modify such proposal within ninety (90) days of its receipt thereof. MOC shall implement the proposal, as approved or modified by Illinois EPA pursuant to the Illinois EPA approved schedule, but it is agreed that the emergency response equipment must be purchased and delivered within a 1-year period after Illinois EPA approves the SEP proposal and will not exceed the EPP SEP Cost. MOC shall provide Illinois EPA with the final invoice(s) and other documentation reflecting the total payment made within sixty (60) days after the payments were made.

D. RESOLUTION OF RESPONSE AND OTHER COSTS

38. Past Removal Costs:

Within sixty (60) days of the entry of this Consent Decree, MOC shall pay a total of $12,000.00 as Past Removal Costs to reimburse Illinois EPA for all removal costs incurred through October 31, 2000. Said amount shall be payable by Company check to: "Illinois Environmental Protection Agency, for deposit in the Hazardous Waste Fund," and be delivered to:

Illinois Environmental Protection Agency
Fiscal Services Section
1021 North Grand Avenue East, P.O. Box 19276
Springfield, IL 62794-9276

39. Future Removal Costs:

Until MOC has satisfactorily demonstrated that it has completed remediation of the sites listed in paragraph V.B.32 herein, including long-term monitoring, if any, MOC shall reimburse the State for all reasonable and necessary Removal Costs incurred by the Illinois EPA, after October 31, 2000, with regard to the sites. Said Removal Costs shall be limited to that which the State is entitled to under state and/or federal law or regulation. The State will send MOC a bill two (2) times per year requiring payment that includes a cost summary, Illinois EPA's standard supporting documentation, and other information sufficient to support Illinois EPA's cost claims. MOC shall make all payments within sixty (60) days of its receipt of each bill requiring payment. MOC shall make all payments required by this paragraph in the manner described in paragraph V.D.38, above.

40. Other Costs:

Each party shall bear its own court costs and attorneys fees in connection with this matter.

E. COMPLETION OF FINAL JUDGMENT ACTIVITIES

41. Upon completion of all obligations set forth in this Section V, MOC shall comply with the requirements of paragraphs 71-73, below.

VI. COVERED MATTERS

42. Covered Matters include all claims asserted in the State's Complaint concerning violations of the State Act, 415 ILCS 5/1, *et seq.* (2000), and all regulations promulgated thereunder, and under Section 311 of CWA, 33 U.S.C. 1321, and Sections 1002, 1006, and 1017 of OPA, 33 U.S.C. 2702, 2706 and 2717, and all regulations promulgated thereunder, and

the common law for the entire period commencing December 27, 1977, through December 31, 1999, for the Release Incidents described in the Complaint and herein.

43. Covered Matters also specifically include any liability incurred during the period of December 27, 1977, through December 31, 1999, for natural resource damages, including lost use value, or for assessment of natural resource damages as a result of the Release Incidents, described in the Complaint and herein, or liability under Section 22.2(f) of the State Act, 415 ILCS 5/22.2(f) (2000); Section 311 of CWA, 33 U.S.C. 1321; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601-9675; OPA, 33 U.S.C. 2700, *et seq.*, or the Oil Spill Responders Liability Act, 740 ILCS 113/1-99 (2000), and the common law for such Release Incidents.

44. Covered Matters also specifically include any liability incurred during the period of December 27, 1977, through December 31, 1999, for response, assessment, investigative, removal, cleanup, remedial action or penalty, damages, injunctive relief, costs, or attorneys' fees arising out of the Release Incidents, described in the Complaint or herein, or liability under Section 22.2(f) of the State Act, 415 ILCS 5/22.2(f) (2000); Section 311 of CWA, 33 U.S.C. 1321; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601-9675; OPA, 33 U.S.C. 2700, *et seq.*, or the Oil Spill Responders Liability Act, 740 ILCS 113/1-99 (2000), and the common law for such Release Incidents.

45. "Covered Matters" is defined to include all matters described in all the foregoing paragraphs of this section. Covered matters do <u>not</u> include:

i) Criminal liability;

ii) Claims based on MOC's failure to meet the requirements of this Consent Decree, including but not limited to acts or omissions during implementation and completion of the removal actions;

iii) Liability for past unreported and/or unknown releases of oil or other hazardous substances from the Transport Lines of MOC or MOC's Privies; and

iv) Liability for future violations, if any, of state, local, federal, and common laws and/or regulations, not otherwise involving the Release Incidents covered by this Consent Decree.

VII. COVENANT NOT TO SUE AND RELEASE

46. In consideration for MOC's various undertakings and projects outlined in this Consent Decree and its payment of the penalty and compensation for injuries to natural resources as set forth in Section V, the Attorney General, Illinois EPA, and IDNR release and covenant not to sue or to take administrative action against MOC and MOC's Privies for any Covered Matters as defined herein. This release and covenant not to sue shall take effect upon entry of this Consent Decree. The parties all agree that this Consent Decree constitutes diligent prosecution of natural resource damage claims and all other claims noted in the Complaint or herein.

47. However, nothing in this Consent Decree shall be construed as a waiver by the State of the right to redress a) future violations of the State Act, regulations promulgated thereunder, Federal law, or regulations promulgated thereunder, including obtaining penalties, or b) injuries to natural resources or obtain compensation for injuries to natural resources and the

services they provide with respect thereto, which do not otherwise involve the Release Incidents covered by this Consent Decree.

48. This release and covenant not to sue or to take administrative action are conditioned upon the complete and satisfactory performance by MOC of its obligations under this Consent Decree. The release and covenant not to sue set forth above does not pertain to any other matters other than those expressly specified herein.

VIII. RESERVATION OF RIGHTS

49. The parties expressly reserve any and all rights, defenses, claims, demands, and causes of action which either party may have against any person or entity, except as against the State, MOC, or MOC's Privies.

50. Nothing herein shall constitute an admission of fact or law by either party concerning the Release Incidents noted herein from the Transport Lines of MOC and MOC's Privies and/or their actions and/or omissions with respect to those Release Incidents.

51. Except as to MOC's Privies, nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a party to this Consent Decree may have under applicable law.

52. The parties expressly reserve any and all rights (including, but not limited to, any right of contribution), defenses, claims, demands, and causes of action against any person not a party to this Consent Decree which each may have with respect to any matter, transaction, or occurrence relating in any way to the Release Incidents.

53. The Attorney General, IDNR, Illinois EPA, and MOC agree that this Consent Decree shall not be used for any purpose under Sections 39(i) or 42(h) of the State Act, 415 ILCS 5/39(i), 42(h) (2000), against or in favor of MOC or MOC's privies. Moreover, all parties specifically agree that neither this Consent Decree nor any of its provisions shall be deemed to constitute previously adjudicated violations of the State Act by MOC or MOC's Privies for purposes of Section 42(h)(5) of the State Act, 415 ILCS 5/42(h)(5) (2000).

IX. DISPUTE RESOLUTION

54. The interpretation of this Consent Decree and its terms, any application, plan, record, or report required thereunder, or any issues as to any party's compliance herewith (including whether MOC has met the requirements of paragraph VII.48, above) or any delay thereunder, shall in the first instance be the subject of informal negotiations. If the State and MOC cannot resolve the dispute in sixty (60) calendar days, however, it may then be presented to the Court for appropriate resolution upon written notice by any party. The period for informal negotiations may be extended by mutual written agreement among the parties.

55. Either party may file the documents necessary to notify the Court of the dispute, and thereafter the Court shall order the parties to file such pleadings as the Court deems necessary and proper. Any petition must be filed with the Court within thirty (30) calendar days after the informal negotiation period (or any extension) has expired or it shall be deemed that the opportunity to petition the Court has been waived.

56. Where MOC has violated any payment or compliance deadline within this Decree, the State may elect to file a petition for adjudication of contempt or rule to show cause or employ any other available mechanism for enforcing the judgment or addressing the underlying conduct.

X. FORCE MAJEURE

57. Any failure by MOC to comply with any requirement of the Consent Decree or Work Plan required under the Consent Decree shall not be a violation, if such failure is the result of actions or omissions by persons or events beyond the reasonable control of MOC or MOC's Privies, including, but not restricted to, acts of God, acts of other persons, fires, floods, strikes, freight embargoes, or delays of contractors due to such causes.

58. When, in the opinion of MOC, circumstances are occurring or have occurred which cause or may cause a violation of any provision of the Consent Decree or Work Plan or schedule incorporated thereunder, MOC shall notify the Illinois EPA and IDNR in writing as soon as practicable but not later than fifteen (15) business days after the claimed occurrence. Failure to so notify the Illinois EPA and/or IDNR shall constitute a waiver of any defense under this Section X arising from said circumstances.

59. If the State agrees that any failure by MOC to comply with any requirement of the Consent Decree or Work Plans required under the Consent Decree is the result of actions or omissions by persons or events beyond the reasonable control of MOC or MOC's Privies, the parties may request that this Court extend the time for performance of any work or obligation disrupted by the claimed occurrence for a period not to exceed the length of the delay resulting

from such circumstances or enter such order as is appropriate. If the parties cannot agree whether the reasons for the delay or noncompliance were beyond the reasonable control of MOC or MOC's Privies, such dispute shall be resolved pursuant to the dispute resolution provisions appearing in Section IX above. MOC shall have the burden of going forward and proving that the circumstances alleged to be causing the delay of noncompliance were beyond the reasonable control of MOC or MOC's Privies.

60. Increased costs associated with implementing the measures required by the Consent Decree shall not, by itself, excuse MOC from a failure to comply under the provisions of this Section X.

XI. NO ADMISSION OF NONCOMPLIANCE

61. By entering into this Consent Decree, MOC does not admit any noncompliance with any federal, state, or local statutes, regulations, or ordinances in general or as identified in the State's Complaint or the allegations herein.

XII. COMPLIANCE WITH OTHER LAWS AND REGULATIONS

62. Except as specifically provided in this Consent Decree, this Consent Decree in no way affects the responsibility of MOC or MOC's Privies to comply with any other federal, state, or local statutes and regulations, including but not limited to the State Act, 415 ILCS 5/1, *et seq.* (2000). MOC shall comply with the State Act, 415 ILCS 5/1, *et seq.* (2000), and regulations promulgated thereunder.

XIII. ENTIRE AGREEMENT

63. This Consent Decree, its attachments, and documents referred to herein constitute the entire understanding of the parties with respect to its subject matter.

XIV. SUBSEQUENT AMENDMENTS, EXTENSIONS, AND MODIFICATIONS

64. The terms of this Consent Decree may be amended by mutual agreement of the Attorney General, Illinois EPA, IDNR, and MOC, upon approval of this Court. Within thirty (30) days of reaching an agreement for an amendment under this Section, the parties shall move this Court to amend this Consent Decree to reflect that agreement.

XV. SEVERABILITY

65. It is the intent of the parties hereto that after entry of the Consent Decree, the provisions of this Consent Decree shall be severable and, should any provisions be declared by a Court of competent jurisdiction to be unenforceable, the remaining clauses shall remain in full force and effect.

XVI. VENUE

66. The parties agree that the venue of any action commenced for the purposes of interpretation, implementation, and enforcement of the terms and conditions of this Consent Decree shall be in the Southern District of Illinois.

XVII. CONTINUING JURISDICTION

67. This Court shall retain jurisdiction of this matter for the purpose, upon motion of a party(ies), of amending, interpreting, implementing, and enforcing the terms and conditions of this Consent Decree, and for the purpose of adjudicating all matters of dispute among the parties. The

parties agree that notice of any subsequent proceeding to enforce this Consent Decree may be made by mail and waive any requirement of service of process.

68. Within 120 days after MOC concludes that a Removal Action has been fully performed in accordance with an approved Work Plan, MOC shall schedule and conduct a pre-certification inspection to be attended by MOC and the Illinois EPA and IDNR at a mutually agreeable date. If, after the pre-certification inspection, MOC still believes that the Removal Action has been fully performed, it shall submit a written report to the State requesting a Certification of Completion. In the report, a Professional Engineer registered in the State of Illinois and MOC's Project Coordinator shall state that the Removal Action has been completed in full satisfaction of the requirements of this Consent Order. The report shall contain the following statement, signed by a responsible corporate official of MOC:

> To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

69. If, after completion of the pre-certification inspection and receipt and review of the written report, the State, determines that the Removal Action or any portion thereof has not been completed in accordance with this Consent Decree, the State will notify MOC in writing, within ninety (90) days of its receipt of the written report, of the activities that must be undertaken to complete the Removal Action. The State will set forth in the letter a schedule for performance of

such activities consistent with the Consent Decree or require MOC to submit a schedule to the State for its review and approval. MOC shall perform all activities described in the notice in accordance with the specifications and schedules established pursuant to this paragraph, subject to its right to invoke the dispute resolution procedures set forth in Section IX (Dispute Resolution).

70. If the State concludes, based on the initial or any subsequent report requesting Certification of Completion, that the Removal Action has been fully performed in accordance with this Consent Decree, the State will so advise MOC, in writing, within the aforesaid 90-day period. Upon issuance of such certification, MOC's obligation to perform that Removal Action shall terminate.

71. Within ninety(90) days after MOC concludes that all Removal Actions and all other obligations under Section V of this Consent Decree have been fully performed, MOC shall submit a written report stating that the requirements of Section V of this Consent Decree have been fully completed. The report shall contain the following statement, signed by a responsible corporate official of MOC:

> To the best of my knowledge, after thorough investigation, I certify that the information contained in or accompanying this submission is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

72. If, after review of the written report, the State determines that any requirement of Section V of the Consent Decree has not been completed, the State will notify MOC in writing within ninety (90) days of its receipt of the written report of the activities that must be undertaken

to complete the requirements of Section V of the Consent Decree. The State will set forth in the notice a schedule for performance of such activities consistent with the Consent Decree or require MOC to submit a schedule to the State for its review and approval. MOC shall perform all activities described in the notice in accordance with the specifications and schedules established therein, subject to their right to invoke the dispute resolution procedures set forth in Section IX (Dispute Resolution).

73. If the State concludes, based on the initial or any subsequent request for Certification of Completion by MOC, that the requirements of Section V of this Consent Decree have been fully performed, the State will so notify MOC of its approval, in writing, within ninety (90) days of the receipt of the Certification of Completion by MOC demonstrating that the requirements of Section V of this Consent Decree have been fully performed in accordance with this Consent Decree.

74. Upon approval of the Certification of Completion by the State, one or both parties may move the Court for an Order terminating its continuing jurisdiction.

XVIII. NOTICES

75. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be submitted by one party to another, such notices or submissions shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to all listed individuals, and their successors.

As to the State of Illinois:

Attorney General
Environmental Bureau
Attn: James L. Morgan, SAAG
500 S. Second Street
Springfield, Il 62706

Illinois Department of Natural Resources
Natural Resources Trustee Program
Attn: Manager
524 South Second Street
Springfield, IL 62701

Illinois Environmental Protection Agency
Office of Emergency Response
Attn: James O'Brien
P.O. Box 19276
1021 North Grand Avenue East
Springfield, IL 62794-9276

Illinois Environmental Protection Agency
Division of Legal Counsel
John P. Waligore, Assistant Counsel
P.O. Box 19276
1021 North Grand Avenue East
Springfield, IL 62794-9276

As to MOC:

Marathon Oil Company
Attention: Edward A. Strenkowski, Esq.
P.O. Box 3128
Houston, TX 77253

XIX. SUBMISSION TO THE COURT

76. WHEREFORE, the parties, by their representatives, enter into this Consent Decree and submit it to the Court that it may be approved and entered.

AS TO THE PLAINTIFF PEOPLE OF THE STATE OF ILLINOIS,

JAMES E. RYAN, Attorney
General of the State of Illinois

MATTHEW J. DUNN, Chief
Environmental Enforcement/Asbestos Litigation Division

BY:_____
Thomas Davis, Chief
Environmental Bureau
Assistant Attorney General

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

BY:_____
Joseph E. Svoboda
Chief Counsel
Division of Legal Counsel

ILLINOIS DEPARTMENT OF
NATURAL RESOURCES, as Trustee

BY:_____
Robert T. Lawley
Chief Counsel

AS TO THE DEFENDANT:

MARATHON OIL COMPANY

BY: _____

John T. Mills

Senior Vice President

Finance and Administration

XX. ENTRY BY THE COURT

77. Upon motion of the parties, this Consent Decree is ENTERED THIS 28 DAY OF June, 2001:

JUDGE

EXHIBIT A—WORK PLANS*

IEMA # 930534 (Newton, IL)
Incident Date: 03/04/93

Status Summary: Field personnel worked up and fertilized the area during October 1999. The site was sampled in September 2000. A report with the results was submitted to IEPA in January 2001, but the report revealed that one sample, BP-1 (0-1ft) exceeded the T1RCS soil criteria for benzene.

Work Plan: The BP-1 area will be reworked in May 2001 and resampled to confirm cleanup in September 2001. A report with the results will be submitted to IEPA on or before January 31, 2002. If the site meets T1RCS, the site will be considered closed. If the site does not meet T1RCS, it will be reworked and refertilized within 90 days thereafter, weather permitting, then resampled in the third quarter of 2002. If the site meets T1RCS, the site will be considered closed. If the site does not meet T1RCS, it will be reworked and refertilized within 60 days thereafter, then resampled in the third quarter of 2003. If site does not meet the T1RCS in 2003, a site-specific CAP will be submitted to IEPA by December 2003. IEPA shall revise or approve such CAP within 90 days of receipt. MOC or its designee will implement the CAP within 60 days of IEPA approval.

IEMA# 931201 (Beecher, IL)
Incident Date: 05/07/93

Status Summary: In early October 1999, field personnel fertilized and worked up the soil in the area that did not meet the T1RCS. The site was resampled in September 2000. A report with the results was submitted to IEPA in January 2001, but the report revealed that the CE-2(0-1ft) and CE-3 (0-1ft) locations exceeded the T1RCS sediment criteria.

Work Plan: The CE-2 (0-1ft) and CE-3 (0-1ft) sediments will be resampled to confirm cleanup in June 2001. A report with the results will be submitted to IEPA on or before September 30, 2001. If the site meets T1RCS for sediment, the site will be considered closed. If the site does not meet T1RCS, then within 60 days of the submission to IEPA of the report reflecting such exceedance, the relatively small area (estimated to be 2 to 4 cubic yards) of impacted sediments will be removed. Confirmatory sediment samples will be taken. If soil is encountered at the base of the excavation, a soil sample will be taken. A report with the results will be submitted to IEPA on or before January 31, 2002. If the area sampled does not meet the T1RCS, a site specific CAP will be submitted to IEPA by April 30, 2002. IEPA shall revise or approve such CAP within 90 days of receipt. MOC or its designee will implement the CAP within 60 days of IEPA approval.

IEMA #942363 (McLeansboro, IL)
Incident Date: 10/13/94

Status Summary: This site has a formal written work plan, which was submitted to IEPA in November 1996. Construction was initiated in April 1997; and after receiving the proper permits, the remediation was initiated in August 1998. A construction report was submitted to IEPA in April 1999. At the present time, the site is under remediation as per the work plan.

Work Plan: Contaminated groundwater continues to be pumped through a remediation system and is reinjected up gradient of the release point. Treated groundwater is sampled monthly and may be changed to quarterly, semiannual, or annual as conditions dictate and with the permission of the IEPA. Periodic reports regarding this sampling will be submitted to IEPA, as required by the existing work plan. This sampling and reporting will continue until closure. The site will be considered closed when influent water samples remain under T1RCS for a twelve-month period. A closure report will be submitted within 90 days of reaching this status. Closure is expected by 2018.

IEMA #950071 (St Elmo, IL)
Incident Date: 01/10/95

Status Summary: The investigation and subsurface assessment of the Louden Release site in Fayette County, Illinois, was completed in January, 2000. A strategic Corrective Action Plan to remediate the site to meet T1RCS was submitted to IEPA on June 7, 2000. This CAP was approved, verbally, by IEPA's Cheryl Kelly on July 18, 2000. Various aspects of the CAP have been implemented since its approval.

Work Plan: The approved CAP will continue to be implemented. On or before October 31, 2001, MOC or its designee will prepare a status report on the CAP activities, including any appropriate modifications or recommendations for future CAP activities. Such recommendations or modifications, if any, shall be revised or approved by IEPA within 90 days of reciept. MOC or its designee will implement the revised CAP within 90 days of such approval, weather permitting. At least one year of results which meet T1RCS must be achieved before closure can be initiated. If the site does not meet T1RCS by December 2006, MOC or its designee will review CAP effectiveness with IEPA and suggest further modifications to the CAP by June 30, 2007. Such modifications shall be revised or approved by IEPA within 90 days of receipt. The resulting CAP will be implemented within 90 days of IEPA approval.

IEMA #950985
Incident Date: 05/09/95

(Champaign, IL)

Status Summary: A formal written work plan was implemented and completed. All accessible contamination has been remediated. A passive remediation system was left in place to remediate inaccessible contamination under the adjacent road. A Closure report was sent to IEPA in January 1996. In 1999, IEPA advised that some sort of land restriction must be obtained with the owner of the road.

Work Plan: MOC or its designee will prepare an Environmental Land Use Control (ELUC) consistent with the Illinois regulations that were promulgated on January 6, 2001. Once this instrument has been prepared, MOC or its designee will make reasonable attempts to negotiate the signing of this ELUC with the owner of the road. If this effort proves unsuccessful, MOC or its designee will attempt to obtain a DOT Highway Easement restriction. A copy of the ELUC or Easement Restriction will be submitted to IEPA. If an ELUC, easement restriction, or some other alternative is not obtained by August 30, 2002 (unless this time is otherwise extended with IEPA's permission), MOC or its designee will develop a sampling plan and submit it to IEPA by October 2003. MOC or its designee will implement the sampling plan within 60 days of IEPA approval. If the site does not meet T1RCS, a CAP for the soil remaining under the road will be submitted within six months of receiving the test results. MOC or its designee will implement the CAP within 60 days of IEPA approval.

IEMA #952162
Incident Date: 10/18/95

IEMA #952389
Incident Date: 11/22/95

(Bridgeport, IL)

Status Summary: Both release sites affected the same area and are being investigated as one site. A Phase II site investigation was conducted. Soil, sediment, groundwater and surface water samples were collected and tested. An Investigation report was prepared and submitted to IEPA on or before March 31, 2001 (the Indiana Creek Assessment Report dated March 5, 2001). Several creek sediment samples exceed the T1RCS and one sample location exceeds the T1RCS for soil and groundwater.

Work Plan: MOC will have a draft CAP completed on or before September 30, 2001. The draft CAP will be forwarded to IEPA for review, comment and/or to set up a meeting to discuss the CAP with MOC or its designee. MOC will submit the final CAP for approval within 60 days of receiving the IEPA's comments. MOC will implement the CAP, weather permitting, within 60 days of IEPA's final approval.

(Weiler Station)

IEMA #960490
Incident Date: 03/27/96

IEMA #960911
Incident Date: 05/26/96

IEMA #960972
Incident Date: 06/03/96

Status Summary: Field personnel recently fertilized and worked up the soil in the areas that did not meet the T1RCS. A contaminated gravel area inside the pipeline station was excavated and replaced with fresh gravel. Resampling was conducted in September 2000. A report with the results was submitted to IEPA in January 2001. The results indicate that the BH-1(0-1ft) and BH-2 (0-1ft) locations exceed the T1RCS for soil and sediment.

Work Plan: The contaminated gravel area will be removed and properly disposed of by September 30, 2001. A confirmatory sample will be taken by October 31, 2001. A report with the results will be submitted to IEPA by December 31, 2001. If the confirmatory sample meets the T1RCS, this area of the site will be considered closed. If it does not meet the T1RCS, a modification of this CAP will be submitted to IEPA by March 2002. IEPA shall revise or approve such modifications to the CAP within 90 days of receipt. MOC or its designee will implement the modified CAP, weather permitting, within 60 days of IEPA approval.

The contaminated slough area at BH-2 will be resampled on or before Septemember 30, 2001. A report with the results will be submitted to IEPA by November 30, 2001. If the confirmatory sample meets the T1RCS, this area of the site will be considered closed. If it does not meet the T1RCS, the contaminated medium will be removed and properly disposed of, weather permitting, on or before January 31,2002. A confirmatory sample will be taken, weather permitting, by March 31, 2002. A report with the results will be submitted to IEPA by June 30, 2002. If the confirmatory sample meets the T1RCS, this area of the site will be considered closed. If it does not meet the T1RCS, a modification of this CAP will be submitted to IEPA by August 31, 2002. IEPA shall revise or approve such modifications to the CAP within 90 days of receipt. MOC or its designee will implement the modified CAP, weather permitting, within 60 days of IEPA approval.

IEMA # 960962
Incident Date: 06/01/96

(Birds, IL)

Status Summary: Site met T1RCS, August 1997. Closure letter sent to IEPA, September 1997. IEPA states that lab did not meet required detection limits for soil. The site was resampled in November 2000 and the H-8 (0-1ft) sediment sample exceeded the T1RCS. The report with the results were submitted to IEPA in March 2001.

Work Plan: The H-8 sediment will be resampled to confirm cleanup in June 2001. A report with the results will be submitted to IEPA on or before September 30, 2001. If the site meets T1RCS, the site will be considered closed. If the site does not meet T1RCS, then within 60 days of the submission to IEPA of the report reflecting such exceedance, the relatively small area (estimated

to be 1 to 2 cubic yards) of impacted sediments will be removed. A confirmatory sediment sample will be taken. If soil is encountered at the base of the excavation, a soil sample will be taken. A report with the results will be submitted to IEPA on or before January 31, 2002. If the site meets T1RCS, the site will be considered closed. If the area sampled does not meet the T1RCS, a site specific CAP will be submitted to IEPA by April 30, 2002. IEPA shall revise or approve such CAP within 90 days of receipt. MOC or its designee will implement the CAP within 60 days of IEPA approval.

Table 1 - Spill Cleanup Objectives for Soil, Groundwater and Sediment – Marathon Sites *(mg/kg) = ppm*

	Surface soil (residential)*		Soil component of GW Ingestion*		Groundwater: this column in mg/L		Sediment - Wildlife only	
Chemical	Ingestion	Inhalation	Class I	Class II	Class I	Class II	Chronic Mammal	Chronic aquatic
Benzene	22	0.8	0.03	0.17	0. 005	0. 025	0. 69	0. 029
Toluene	16,000	650	12	29	1.0	2.5	---	0. 110
Ethylbenzene	7,800	400	13	19	0.7	1.0	---	0. 028
Xylenes	160,000	410	150	150	10.0	10.0	---	0. 140
Acenaphthene	4,700	C	570	2,900	0.42	2.1	---	0. 585
Acenaphthylene	2,300	---	15	75	---	---	C	---
Anthracene	23,000	C	12,000	59,000	2.1	10.5	---	0.085
Benzo(*a*)anthracene	0.9	C	2	8	0.00013	0.00065	15. 5	---
Benzo(*b*)fluoranthene	0.9	C	5	25	0. 00018	0.0009	8. 3	---
Benzo(*k*)fluoranthene	9	C	49	250	0.00017	0.00085	4. 4	---
Benzo(*g,h,i*)perylene	2,300	---	16,000	51,000	---	---	C	---
Benzo(*a*)pyrene	0.09	C	8	82	0. 0002	0.002	3. 7	---
Chrysene	88	C	160	800	0.0015	0. 0075	2. 9	0. 400
Dibenzo(*a,h*)anthracene	0.09	C	2	7.6	0. 0003	0. 0015	12. 6	0. 060
Fluoranthene	3,100	C	4,300	21,000	0.28	1. 4	---	2.79
Fluorene	3,100	C	560	2,800	0.28	1.4	---	0. 035
Indeno(1,2,3-*c,d*)pyrene	0.9	C	14	69	0.00043	0.00215	0. 34	---
Naphthalene	1,600	170	12	18	0.14	0. 22	---	0. 340
Phenanthrene	2,300	---	140	700	---	---	---	0. 810
Pyrene	2,300	C	4,200	21,000	0.21	1.05	---	0. 350

* Must also meet soil attenuation capacity TPH < 6000 mg/kg in top meter of TPH < 2000 mg/kg below or 35 IAC 742.215

Soil and sediment objectives in mg/Kg. Groundwater objectives in mg/L.