

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

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JUDGE REBECCA R. PALLMEYER
UNITED STATES DISTRICT COURT

PEOPLE OF THE STATE OF ILLINOIS,)
ex rel. JAMES E. RYAN,)
Attorney General of the)
State of Illinois,)

Plaintiff,)

v.)

WEST SHORE PIPE LINE COMPANY,)
a Delaware Corporation,)

Defendant.)

No. 02 C 3071

Judge Pallmeyer

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 Defendant, WEST SHORE PIPE LINE COMPANY ("West Shore Pipe Line"), having agreed to the formation and entry of this Consent Decree, do hereby stipulate and agree as follows:

PREAMBLE

1. The parties stipulate that this Consent Decree is entered into for the purposes of settlement only, that it shall not be construed as an admission by West Shore Pipe Line of any liability

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. Notwithstanding the previous sentence, this Consent Decree may be used for purposes of Section 42(h) of the Act, 415 ILCS 5/42(h) (2000), in any future enforcement action commenced against Defendant as evidence of a previously adjudicated violation(s) of the Act.

2. It is expressly understood and agreed to by and between the parties that the agreements, stipulations, and statements contained herein 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 legally bind the party he or she represents to the Consent Decree.

SUBJECT MATTER

5. From March 1999 through the present, Defendant, West Shore Pipe Line Company, owns and operates a petroleum pipeline pumping station located in Lemont, Cook County, Illinois (hereinafter, the "Site").

6. Immediately adjacent to the Site is a marshy wetland of approximately 1.0 to 1.5 acres located on a Commonwealth Edison transmission right-of-way.

7. On March 25, 1999, there was a release of approximately 15,000 gallons of fuel oil into the environment from the Site, of which approximately 750 gallons migrated off-Site and into the adjacent wetland. ("The March 1999 Release").

8. The State alleges that this release of oil from the Site resulted in impacts including, but not limited to, soil contamination, surface water contamination, and groundwater contamination, and adversely impacted flora, fauna, wildlife and aquatic life or has threatened to impact flora, fauna, wildlife and aquatic life.

9. The State alleges that, by causing or allowing the release of contaminants from the Site into waters of the State, West Shore Pipe Line caused or allowed water pollution and therefore violated Section 12(a) of the Illinois Environmental Protection Act, 415 ILCS 5/12(a)(2000) (the "State Act").

10. The State alleges that, by causing, threatening or

allowing the deposit of contaminants from the Site into soil from which they can enter and contaminate waters of the State, West Shore Pipe Line created a water pollution hazard and therefore violated Section 12(d) of the Illinois Environmental Protection Act, 415 ILCS 5/12(d) (2000).

11. The State alleges that, by causing or allowing the release of waste from its facilities to a Site that was not a sanitary landfill, West Shore Pipe Line caused or allowed open dumping and therefore violated Section 21(a) of the State Act, 415 ILCS 5/21(a) (2000).

12. The State alleges that since March 1999, the State incurred costs associated with the investigation, 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.

13. The Illinois EPA and the IDNR have been designated by the Governor of the State of Illinois 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.

14. 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), and Section 1002 of the Oil Pollution Act of 1990, ("OPA") 33 U.S.C. 2702, West Shore Pipe Line is liable to the State for all costs of replacing or restoring natural resources, and lost use

value as a result of the March 1999 Release.

15. Since the March, 1999 Release, West Shore Pipe Line has been engaged in continuing efforts to address environmental impacts associated with the release, and has been diligent in attempting to comply with the requirements of the State Act, CWA and OPA.

16. Since the March, 1999 Release, West Shore Pipe Line has been cooperative with the Attorney General, Illinois EPA and IDNR in addressing the matter.

JURISDICTION

17. This Court has jurisdiction over the subject matter of this action (including any enforcement of this Consent Decree provided for herein), pursuant to Section 311 of the CWA, 33 U.S.C. 1321, and Section 1017 of the OPA of 1990, 33 U.S.C. 2717, and 28 U.S.C. Section 1331, and, pursuant to 28 U.S.C. 1367, this Court has pendent jurisdiction over the claims under the State Act, 415 ILCS 5/1, *et seq.*, (2000).

18. 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.

PARTIES AND APPLICABILITY

19. The parties to this Consent Decree are the State of Illinois, including the Attorney General, Illinois EPA, IDNR and the Defendant, West Shore Pipe Line, a Delaware corporation.

20. This Consent Decree shall apply to and be binding upon the State of Illinois, West Shore Pipe Line, and all of its parents, affiliates, related entities, subsidiaries, predecessors, successors, and assigns, and all officers, directors, and employees thereof (collectively referred to as "West Shore's Privies").

FINAL JUDGMENT ORDER

21. 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

22. The impacted State natural resources reported during the investigation of the March 1999 Release included flora, fauna, wildlife, surface waters, wetlands, 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 investigation.

23. In settlement of the State's allegations regarding natural resource damages as a result of the March, 1999 Release, West Shore Pipe Line shall undertake the measures delineated in the following three (3) paragraphs.

24. Natural Resource Restoration Trust Fund:

Within sixty (60) days of the date of entry of this Order, West Shore Pipe Line shall pay a total of Ten Thousand Dollars (\$10,000.00) as compensation for alleged injuries to and lost use of natural resources for the March, 1999 Release. Said amount shall be paid by certified check or money order and made payable 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
One Natural Resources Way
Springfield, Illinois 62702-1271

A copy of the check and transmittal letter shall be contemporaneously provided to the Illinois EPA, IDNR and the Office of the Illinois Attorney General at the addresses listed in paragraph 56, below.

25. Funding of Educational Projects:

Within sixty (60) days of the date of entry of this Order, West Shore Pipe Line shall pay a total of Two Thousand Dollars (\$2,000.00) to fund environmental educational activities that involve natural resource restoration. This payment shall be made in the manner specified in paragraph 24, above, with copies sent to the same parties.

26. Assessment Costs for NRD Claims:

Within sixty (60) days of the date of entry of this Order,

West Shore Pipeline shall pay a total of One Thousand Dollars (\$1,000.00) to reimburse the IDNR and Attorney General's Office for the Costs they incurred in investigating and evaluating the impact of the March, 1999 Release on the State's natural resources and in negotiating the resolution of the claim for natural resource damages for the March, 1999 Release. This payment shall be made in the manner specified in paragraph 24, above, with copies sent to the same parties. Any further or future Assessment Costs related to the March 1999 Release shall not be payable by West Shore Pipe Line except as provided in paragraph 31, below.

B. COMPLETION OF CLEAN UP ACTIONS

27. West Shore Pipe Line has taken steps to remediate the March 1999 Release. To resolve all open issues regarding the clean-up:

a. Within thirty (30) days of the entry of the Consent Decree, West Shore Pipe Line shall submit to the Illinois EPA for its approval, a plan of site investigation ("Site Investigation Plan") to determine the nature and extent, if any, of any remaining on-site and/or off-site contamination attributable to the March 1999 Release. The Site Investigation Plan shall comply with 35 Ill. Adm. Code 740.410, 740.415 and 740.430, and shall include a schedule for its implementation. The parties agree that West Shore Pipe Line's Site Investigation shall be limited to investigation of PAH compounds indicative of #2 fuel oil in those areas where fuel oil from the March 1999 Release came to be located.

b. Within fourteen (14) days of written approval of the Site Investigation Plan by the Illinois EPA, West Shore Pipe Line shall implement the plan according to its terms, including any modifications as directed by Illinois EPA. Within sixty (60) days of the completion of activities under the Site Investigation Plan, West

Shore Pipe Line shall submit a Site Investigation Report to Illinois EPA that complies with 35 Ill. Adm. Code 740.435.

c. If upon its review of the Site Investigation Report, the Illinois EPA determines that further investigation is necessary to fully determine the nature and extent of contamination, the Illinois EPA shall advise West Shore Pipe Line that it must submit a Supplemental Site Investigation Plan for an additional phase of the investigation within a reasonable time period. West Shore Pipe Line shall submit the plan within the time period indicated by the Illinois EPA. This investigation plan shall include a schedule for its implementation.

d. Upon written approval by the Illinois EPA of the Supplemental Site Investigation Plan, West Shore Pipe Line shall implement it according to its terms, including any modifications as directed by Illinois EPA, and submit a Supplemental Site Investigation Report that complies with 35 Ill. Adm. Code 740.435 within sixty (60) days after completion of activities under the Supplemental Site Investigation Plan.

e. If the Illinois EPA determines that further investigation is necessary to fully determine the nature and extent of contamination, the procedures described above in paragraphs "c" and "d" for a further Site Investigation Plan, implementation of such a plan and submission of an investigation report shall be followed until such time that the investigation fully determines the nature and extent of contamination attributable to the March 1999 Release.

f. Within thirty (30) days of receipt of the Illinois EPA's written approval of the Site Investigation Report(s), West Shore Pipe Line shall develop remediation objectives for any areas of the Site, and for any off site property, on which contaminants of concern attributable to the March 1999 Release have been identified, in accordance with 35 Ill. Adm. Code 740.440 and 35 Ill. Adm. Code Part 742, and shall submit a Remediation Objectives Report that complies with 35 Ill. Adm. Code 740.445 to the Illinois EPA. Any off-site remediation objectives must meet Tier 1 residential remediation objectives unless the off-site property owner(s) agrees to place institutional controls or use

engineered barriers pursuant to 35 Ill. Adm. Code 742 to establish different remediation objectives. In addition, any remediation objectives exceeding Tier 1 residential remediation objectives, or that require the use of Institutional Controls, Environmental Land Use Controls ("ELUC"), or engineered barriers, shall require the approval of the Illinois EPA.

g. Within thirty (30) days of receipt of the Illinois EPA's written approval of the Remediation Objectives Report, West Shore Pipe Line shall submit to the Illinois EPA a Remedial Action Plan that complies with Ill. Adm. Code 740.450, for the remediation of contaminants of concern at the Site, and off-site, which are attributable to the March 1999 Release. The Remedial Action Plan shall include a schedule for its implementation.

h. Within thirty (30) days of written approval of the Remedial Action Plan by the Illinois EPA, West Shore Pipe Line shall implement the Remedial Action Plan according to its terms, including any modifications as directed by the Illinois EPA.

i. If the Illinois EPA disapproves any of the documents described in paragraphs "a" to "g" above, West Shore Pipe Line shall submit a modified document addressing all of the Illinois EPA's comments within 30 days of the receipt of the disapproval letter, unless the Illinois EPA, in its disapproval letter, specifies a longer time period. The Illinois EPA may also approve any of the documents submitted by the defendant that are described in paragraphs "a" to "g" above, subject to conditions or modifications specified by the Illinois EPA, including time schedules for completion of specified tasks.

j. Within thirty (30) days after completion of activities under the Remedial Action Plan, West Shore Pipe Line shall submit to the Illinois EPA a Remedial Action Completion Report that complies with 35 Ill. Adm. Code 740.455. Upon receipt of the Remedial Action Completion Report, the Illinois EPA shall review the report and either approve or disapprove it. The Illinois EPA reserves the right to disapprove the Remedial Action Completion Report if West Shore Pipe Line has failed to implement the Remedial Action Plan as approved by the Illinois EPA, or if the remediation objectives

established in the approved Remedial Action Plan have not been met.

k. If the Illinois EPA disapproves the Remedial Action Completion Report, West Shore Pipe Line shall, within thirty (30) days after receiving such disapproval notification from the Illinois EPA, respond to Illinois EPA's comments forming the basis for the disapproval and, if necessary, provide a schedule to perform to completion any additional remedial or other action as necessary.

l. Except as provided in paragraph "p," below, all activities to implement this Section 27 technical remedy, including the proper execution and recording of all ELUCs and Institutional Controls, shall be completed within twenty-four (24) months of the entry of this Consent Decree.

m. All remediation activities shall be conducted by, or under the supervision of, a Licensed Professional Engineer ("LPE") licensed and in good standing in Illinois. All plans and reports submitted for review and evaluation shall be prepared by, or under the supervision of, an LPE, and shall comply with the requirements of 35 Ill. Adm. Code 740.410(b).

n. Unless otherwise provided in this Consent Decree, or agreed upon in writing by the Illinois EPA, all plans and reports shall comply with the requirements 35 Ill. Adm. Code Part 740 and Part 742 and are subject to the written approval of the Illinois EPA. Unless otherwise required, all activities performed under this Section shall be performed in compliance with the requirements of 35 Ill. Adm. Code Part 740 and Part 742 with the exception that the citation for method SW- 846 in 35 Ill. Adm. Code 740.125(b) shall be changed to: "Test Methods for Evaluating Solid Waste Physical/Chemical Methods, SW-845, 3rd Edition, including all final updates through Final Update III (December 1996) inclusive."

o. West Shore Pipe Line shall reimburse the Illinois EPA for all costs incurred by the Illinois EPA in its review and evaluation of the documents and reports submitted to it pursuant to this Consent Decree. Such payments shall be submitted within 30 days of each billing from the Illinois EPA.

p. The schedule for completion of any task set forth in paragraphs "a" through "k" of this Section 27 may be modified by mutual agreement of all of the parties and in writing without amendment of this Consent Decree. However, if West Shore Pipe Line requests more than one extension of the time within which an ELUC for off-site conditions must be recorded as set forth in paragraph "l", such additional request shall be granted only through written amendment of this Consent Decree, either by agreement of all of the parties or as the result of compliance with the provisions of Force Majeure in Sections 44 through 49 or Dispute Resolution in Sections 39 through 43.

C. RESOLUTION OF VIOLATIONS OF THE STATE ACT

28. Penalty payment:

a. To resolve alleged violations of the State Act, as well as Covered Matters, West Shore Pipe Line shall make a one-time penalty payment of Fifty Thousand Dollars (\$50,000.00) to the Environmental Protection Trust Fund, within sixty (60) days of the Court's acceptance and entry of this Consent Decree. This amount shall be paid by certified check or money order, payable to the "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:

Gerald Karr
Assistant Attorney General
Environmental Bureau
188 W. Randolph St. 20th Fl.
Chicago, IL 60601

b. The following information shall appear on West Shore Pipe Line's check:

Case name: People v. West Shore Pipe Line
Case Court No.: 02 C 3071
West Shore Pipe Line's FEIN No.: 36-6047488

c. For purposes of payment, collection and notice, West Shore Pipe Line may be reached at the following address:

Mr. Jay Andrews
West Shore Pipe Line Company
2316 Terminal Drive
Arlington Heights, Illinois 60005

d. In the event the penalty is not paid in a timely fashion, interest shall accrue and be paid by West Shore Pipe Line 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).

e. In the event that the State has to bring an action against Defendant to collect the penalty above, Defendant shall be responsible for all costs and attorney's fees related to any collection action.

COVERED MATTERS

29. Covered matters include only the claims asserted in the State's Complaint concerning liability for violations of the State Act, 415 ILCS 5/1 et seq. (2000), and all regulations promulgated thereunder, and for liability under Section 311 of CWA, 33 U.S.C. 1321, and Section 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 March, 1999 release.

30. Covered matters also specifically include any liability incurred for natural resource damages, including lost use value, or for assessment of natural resource damages as a result of the March, 1999, Release, and liability incurred for response, assessment, investigative, removal, cleanup, remedial action or penalty, damages, injunctive relief, costs or attorneys' fees arising out of the March, 1999 Release, 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 the March, 1999 Release.

31. "Covered Matters" is defined to include all matters described in all the foregoing paragraphs of this Section. Covered Matters do not include:

- i) Criminal liability;
- ii) Claims based on West Shore Pipe Line's failure to meet the requirements of this Consent Decree including, but not limited to, acts or omissions during implementation and completion of any remedial actions;

iii) Liability for past unreported or unknown releases of oil or other hazardous substances from West Shore Pipeline's Lemont pumping station, by West Shore Pipe Line or its Privies;

iv) Liability for future and as yet undiscovered violations, if any, of state, local, federal and/or common laws and/or regulations not involving the March, 1999 Release.

COVENANT NOT TO SUE AND RELEASE

32. In consideration for West Shore Pipe Line's various undertakings outlined in this Consent Decree and its payment of the penalty and compensation for injuries to natural resources as set forth, above, the Attorney General, Illinois EPA, and IDNR release and covenant not to sue or take administrative action against West Shore Pipe Line and/or its 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.

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

injuries to natural resources and the services they provide, which do not otherwise involve the March, 1999 Release.

34. This release and covenant not to sue or take administrative action are conditioned upon the complete and satisfactory performance by West Shore Pipe Line 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.

RESERVATION OF RIGHTS

35. 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, West Shore Pipe Line and/or its Privies.

36. Nothing herein shall constitute an admission of facts or law by either party concerning the March 1999 Release noted herein.

37. Except as to West Shore Pipe Line'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.

38. 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 March, 1999 Release.

DISPUTE RESOLUTION

39. The interpretation of this Consent Decree and its terms, or any issues as to any party's compliance herewith, or any delay thereunder shall, in the first instance, be the subject of informal negotiations. If the State and West Shore Pipe Line cannot resolve the dispute, however, it may then be presented to the Court for appropriate resolution upon written notice by any party.

40. Any party may file the documents necessary to notify the Court of a dispute, and thereafter the Court shall order the parties to file such pleadings as the Court deems necessary and proper.

41. If West Shore Pipe Line violates any payment or compliance deadline within this Consent 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.

42. If Dispute Resolution is invoked by the State, West Shore Pipe Line shall have the burden of persuasion, by a preponderance of the evidence, that the State's position is not in accordance with the objectives of this Consent Decree, or not in accordance with the law.

43. The invocation of dispute resolution, in and of itself, shall not excuse compliance with any requirements, obligations, or deadlines contained in this Consent Decree.

FORCE MAJEURE

44. For the purposes of this Consent Decree, *force majeure* is an event arising solely beyond the control of the Defendant which prevents the timely performance of any of the requirements of this Consent Decree. For purposes of this Consent Decree *force majeure* shall include, but is not limited to, events such as floods, fires, tornadoes, other natural disasters, and labor disputes beyond the reasonable control of the Defendant.

45. When, in the opinion of the Defendant, a *force majeure* event occurs which causes or may cause a delay in the performance of any of the requirements of this Consent Decree, the Defendant shall orally notify the Plaintiff within 48 hours of the occurrence. Written notice shall be given to the Plaintiff as soon as practicable, but no later than ten (10) calendar days after the claimed occurrence.

46. Failure by the Defendant to comply with the notice requirements of the preceding paragraph shall render this section voidable by the Plaintiff as to the specific event for which the Defendant has failed to comply with the notice requirement. If voided, this section shall be of no effect as to the particular event involved.

47. Within 10 calendar days of receipt of the *force majeure* notice required under paragraph 45, above, the Plaintiff shall respond to the Defendant in writing regarding the Defendant's claim of a delay or impediment to performance. If the Plaintiff agrees that the delay or impediment to performance has been or will be caused by circumstances beyond the control of the Defendant, including any entity controlled by the Defendant, and that the Defendant could not have prevented the delay by the exercise of due diligence, the parties shall stipulate to an extension of the required deadline(s) for all requirement(s) affected by the delay, by a period equivalent to the delay actually caused by such circumstances. Such stipulation may be filed as a modification to this Consent Decree pursuant to the modification procedures established in this Consent Decree.

48. If the Plaintiff does not accept the Defendant's claim of a *force majeure* event, the Defendant may submit the matter to this Court within 20 calendar days of receipt of Plaintiff's determination for resolution, by filing a petition for determination of the issue. Once the Defendant has submitted such a petition to the Court, the Plaintiff shall have 20 calendar days to file its response to said petition. If this Court determines that the delay or impediment to performance has been or will be caused by circumstances solely beyond the control of the Defendant, including any entity controlled by the Defendant, and that the

Defendant could not have prevented the delay by the exercise of due diligence, the Defendant shall be excused as to that event, for all requirements affected by the delay, for a period of time equivalent to the delay or such other period as may be determined by this Court.

49. An increase in costs associated with implementing any requirement of this Consent Decree shall not, by itself, excuse the Defendant under the provisions of this section of this Consent Decree from a failure to comply with such a requirement.

COMPLIANCE WITH OTHER LAWS AND REGULATIONS

50. Except as specifically provided in this Consent Decree, this Consent Decree in no way affects the responsibility of West Shore Pipe Line or its 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).

ENTIRE AGREEMENT

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

SUBSEQUENT AMENDMENTS, EXTENSIONS AND MODIFICATIONS

52. The terms of this Consent Decree may be amended by mutual agreement of the Attorney General, Illinois EPA, IDNR and West Shore Pipe Line, 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.

SEVERABILITY

53. 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.

VENUE

54. 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 Northern District of Illinois.

CONTINUING JURISDICTION

55. This Court shall retain jurisdiction of this matter for the purpose, upon motion of a party, 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.

NOTICES

56. 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:

Office of the Illinois Attorney General
Environmental Bureau
Attn: Gerald Karr
188 W. Randolph St., 20th Floor
Chicago, IL 60601

Illinois Department of Natural Resources
Natural Resources Trustee Program
Attn: Michael Henry
One Natural Resources Way
Springfield, IL 62702-1271

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

As to West Shore Pipe Line:

Mr. Jay Andrews
West Shore Pipe Line Company
2316 Terminal Drive
Arlington Heights, Illinois 60005

Laura L. Leonard
Sidley, Austin, Brown & Wood
Bank One Plaza
10 S. Dearborn St.
Chicago, IL 60603

SUBMISSION TO THE COURT

57. 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: *Rosemarie Cazeau*
ROSEMARIE CAZEAU, Chief
Environmental Bureau
Assistant Attorney General

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

BY: *Joseph E. Svobeda*
JOSEPH E. SVOBODA
Chief Counsel
Division of Legal Counsel

ILLINOIS DEPARTMENT OF
NATURAL RESOURCES, as Trustee

BY: *Robert T. Lawley*
ROBERT T. LAWLEY
Chief Counsel

AS TO THE DEFENDANT, WEST SHORE PIPE LINE COMPANY:

WEST SHORE PIPE LINE
COMPANY

BY: Jamie L. Anderson Vice President

ENTRY BY THE COURT

58. Upon motion of the parties, this Consent Decree is
ENTERED, this 5th day of September, 2002

Rebecca A. Payne
JUDGE