

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

UNITED STATE OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 18-cv-1194
	)	
BUCKEYE PIPE LINE COMPANY, L.P.	)	
and WEST SHORE PIPE LINE COMPANY,	)	
	)	
Defendants.	)	

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**CONSENT DECREE**

I. INTRODUCTION

A. Plaintiff, the United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), filed a Complaint in this action concurrently with this Consent Decree, alleging that Defendants, Buckeye Pipe Line Company, L.P. (“Buckeye”), and West Shore Pipe Line Company (“West Shore”), are civilly liable for violations of Sections 301(a) and 311(b)(3) of the Clean Water Act (“CWA” or “the Act”), 33 U.S.C. §§ 1311(a) and 1321(b)(3).

B. The Complaint seeks federal civil penalties and injunctive relief for the discharge of jet fuel from a 12-inch-diameter pipeline known as “Line 230” that ruptured near the intersection of Illinois Highway 83 and South Highwood Drive near Palos Park, Cook County, Illinois on August 27, 2012. The Complaint alleges that harmful quantities of jet fuel discharged from Line 230, flowed along an unpaved pipeline right-of-way and into a drainage ditch where it flowed into the Calumet-Saganashkee (“Cal-Sag”) Channel, a navigable water of the United States.

C. Defendants represent that approximately 705 barrels of jet fuel spilled from the pipeline on August 27, 2012. Defendants further represent that they took immediate actions upon discovery of the discharge to contain the jet fuel and prevent exposure to humans and wildlife in the area around the discharge. Defendants have removed and repaired the section of pipe that ruptured and have completed all orders to clean up the impacted land, waterways, and adjoining shorelines pursuant to oversight by the EPA and Illinois EPA.

D. The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid continued litigation between the Parties on the claims addressed in the Consent Decree, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section II, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

## II. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345 and 1355; and Sections 301(a), 309(b), and 311(b)(7)(E) and (n) of the CWA, 33 U.S.C. §§ 1311(a), 1319(b), 1321(b)(7)(E) and (n). The Court has personal jurisdiction over the Parties to this Consent Decree.

2. Venue lies in this judicial district pursuant to 28 U.S.C. §§ 1391 and 1395 because the claims arose in this district and Defendants are located and doing business in this district.

3. For purposes of this Decree, or any action to enforce this Decree, Defendants consent to the Court's jurisdiction over this Decree or such action and over Defendants and consent to venue in this judicial district.

4. For purposes of this Decree, Defendants agree that the Complaint states claims upon which relief may be granted pursuant to Sections 301 and 311 of the Clean Water Act, 33 U.S.C. §§ 1311 and 1321.

## III. APPLICABILITY

5. The obligations of this Consent Decree apply to and are binding upon the United States and upon Defendants and any successors, assigns, or other entities or persons otherwise bound by law. Each of the Defendants shall be jointly and severally liable for all of the obligations under this Consent Decree.

6. No transfer of ownership or operation of the Facility shall relieve Defendants of their obligation to ensure that the terms of this Consent Decree are implemented, unless approved in writing by EPA.

7. In any action to enforce this Consent Decree, Defendants shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

#### IV. DEFINITIONS

8. Terms used in this Consent Decree that are defined in the CWA, or in regulations promulgated thereunder, shall have the meanings assigned to them in the Act or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

- a. “Complaint” shall mean the complaint filed by the United States in this action.
- b. “Consent Decree” or “Decree” shall mean this document.
- c. “Day” shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, the rules set forth in Rule 6(a) of the Federal Rules of Civil Procedure shall be followed.
- d. “Defendants” shall mean Buckeye Pipe Line Company, L.P. and West Shore Pipe Line Company.
- e. “Discharge” shall mean the release of jet fuel commencing on August 27, 2012, from the Facility near Palos Park, Illinois.
- f. “Effective Date” shall have the definition provided in Section XIII.
- g. “EPA” shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.
- h. “Facility” shall mean the 12-inch-diameter, oil products pipeline known as “Line 230,” which includes a section that runs through Palos Park, Illinois.
- i. “Paragraph” shall mean a portion of this Decree identified by an Arabic numeral.
- j. “Parties” shall mean the United States and Defendants.
- k. “Section” shall mean a portion of this Consent Decree identified by a roman numeral.
- l. “United States” shall mean the United States of America, acting on behalf of EPA.

V. CIVIL PENALTY

9. Within thirty (30) Days after the Effective Date, Defendants shall pay the sum of \$400,000 as a civil penalty, together with interest accruing from the date on which the Consent Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961 as of the date of lodging.

10. Defendants shall pay the civil penalty due under the preceding Paragraph by FedWire Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice in accordance with instructions provided to Defendants by the Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the Northern District of Illinois after the Effective Date. The payment instructions provided by the FLU shall include a Consolidated Debt Collection System (“CDCS”) number, which Defendants shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

Katy Dunlap  
Buckeye Partners, L.P.  
One Greenway Plaza, Suite 600  
Houston, TX 77046  
kdunlap@buckeye.com  
Office: 832-615-8604  
Cell: 832-389-6774

on behalf of Defendants. Defendants may change the individual to receive payment instructions on their behalf by providing written notice of such change to the United States and EPA in accordance with Section XII (Notices). Such monies are to be deposited in the Oil Spill Liability Trust Fund. At the time of payment, Defendants shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the penalty is for the civil penalty owed pursuant to the Consent Decree in this case, and shall reference the Civil Action Number assigned to this case, and DOJ case number 90-5-1-1-11370/2 to: (i) EPA via email at [acctsreceivable.cinwd@epa.gov](mailto:acctsreceivable.cinwd@epa.gov) and via regular mail at EPA Cincinnati Finance Office, 26 Martin Luther King Drive, Cincinnati, Ohio 45268; and (ii) the United States via email or regular mail in accordance with Section XII. Such notice shall reference the CDCS Number and DOJ case number 90-5-1-1-11370/2 and shall specify that the payment is made for CWA civil penalties to be deposited into the Oil Spill Liability Trust Fund pursuant to 33 U.S.C. § 1321(s) and 26 U.S.C. §9509(b)(8). Any funds received after 11:00 a.m. Eastern Standard Time shall be credited on the next business day.

11. Defendants shall not deduct any penalties paid under this Decree pursuant to this Section or Section VII (Stipulated Penalties) in calculating its federal, state or local income tax.

VI. INJUNCTIVE RELIEF

12. Operations, Maintenance & Training. Defendants have made improvements to the relevant Control Center diagrams and updated the Control Room Operating Manual to prevent future high-pressure ruptures of a similar nature. Defendants shall maintain these

improvements and train all relevant personnel on these improvements on at least an annual basis. For a period of three years following entry of this Consent Decree, Defendants shall submit an annual report which describes: (a) all updates to its SCADA system for Line 230 and related diagrams; (b) the results and corrective actions taken as a result of any In-Line-Inspections of Line 230; (c) the names of individuals trained on the SCADA system improvements to Line 230; and (d) all releases reported to the National Response Center from Line 230 during the reporting period. Such reports shall be submitted to the EPA personnel identified in Paragraph 48 of this Consent Decree.

## VII. STIPULATED PENALTIES

13. Defendants shall be liable for stipulated penalties to the United States for violations of this Consent Decree as specified below, unless excused under Section VIII (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Decree, including any plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

14. Late Payment of Civil Penalty. If Defendant fails to pay the civil penalty required to be paid under Section V (Civil Penalty) when due, Defendants shall pay a stipulated penalty of \$750 per Day for each Day that the payment is late.

15. Compliance Milestones. If Defendants fail to perform the injunctive relief or submit a report required under Section VI (Injunctive Relief) when due, Defendants shall pay to the United States a stipulated penalty as follows:

- a. 1<sup>st</sup> to 30<sup>th</sup> day: \$500 penalty per day;
- b. 31<sup>st</sup> to 50<sup>th</sup> day: \$1,00 penalty per day; and
- c. More than 60 days: \$2,000 penalty per day.

16. Late payment of a civil penalty and payment of any stipulated penalties shall be made in accordance with payment instructions in paragraph 10 above. All transmittal correspondence shall state that any such payment is for late payment of the civil penalty due under this Consent Decree, or for delayed performance of injunctive relief required under this Consent Decree, as applicable.

17. For all payments of stipulated penalties to the United States, Defendants shall reference the Civil Action Number assigned to this case and DOJ Number 90-5-1-1-11370/2 and shall specify that the payments are for stipulated penalties to be deposited into the United States Treasury.

18. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due and shall continue to accrue until performance is satisfactorily completed. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

19. Defendants shall pay any stipulated penalty within thirty (30) Days of receiving a written demand from the United States.

20. The United States may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due to the United States under this Consent Decree.

21. Stipulated penalties shall continue to accrue as provided in Paragraph 18 during any Dispute Resolution under Section IX, but the amount in dispute need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to the Court, Defendants shall pay accrued penalties determined to be owing, together with interest, to the United States within thirty (30) Days of the effective date of the agreement or the receipt of EPA's decision or order.

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, Defendants shall pay all accrued penalties determined by the Court to be owing, together with interest, within sixty (60) Days of receiving the Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the District Court's decision, Defendants shall pay all accrued penalties determined to be owing, together with interest, within fifteen (15) Days of receiving the final appellate court decision.

22. Defendants shall not deduct stipulated penalties paid under this Section in calculating federal income tax or any state income tax.

23. If Defendants fail to pay stipulated penalties according to the terms of this Consent Decree, Defendants shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for Defendants' failure to pay any stipulated penalties.

24. Subject to the provisions of Section X of this Consent Decree (Effect of Settlement/Reservation of Rights), the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States for Defendants' violation of this Consent Decree or applicable law.

#### VIII. FORCE MAJEURE

25. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendants, of any entity controlled by Defendants, or of Defendants' contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Defendants' best efforts to fulfill the obligation. The requirement that Defendants exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (a) as

it is occurring and (b) after it has occurred to prevent or minimize any resulting delay to the greatest extent possible. “Force Majeure” does not include Defendants’ financial inability to perform any obligation under this Consent Decree.

26. If any event occurs or has occurred that may delay or prevent the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Defendants shall provide notice orally or by electronic transmission to EPA within five days of when Defendants first knew that the event might cause a delay. Defendants shall provide written notice to EPA within ten days of when Defendants first knew that the event might cause a delay or interruption. The notice shall include an explanation and description of the reasons for the delay or interruption; the anticipated duration of the delay or interruption; all actions taken or to be taken to prevent or minimize the delay or interruption; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or interruption or the effect of the delay or interruption; Defendants’ rationale for attributing such delay or interruption to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Defendants, such event may cause or contribute to an endangerment to public health, welfare or the environment. Defendants shall include with any notice all available documentation supporting the claim that the delay or interruption was attributable to a force majeure event. Failure to comply with the above requirements shall preclude Defendants from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Defendants shall be deemed to know of any circumstance of which Defendants, any entity controlled by Defendants, or Defendants’ contractors knew or should have known.

27. If EPA agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify Defendants in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

28. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify Defendants in writing of its decision.

29. If Defendants elect to invoke the dispute resolution procedures set forth in Section IX (Dispute Resolution), it shall do so no later than 30 days after receipt of EPA’s notice. In any such proceeding, Defendants shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Defendant complied with the requirements of Paragraphs 25 and 26. If Defendants carry this burden, the delay at issue shall be deemed not to be a violation by Defendants of the affected obligation of this Consent Decree identified to EPA and the Court.



## IX. DISPUTE RESOLUTION

30. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. Defendants' failure to seek resolution of a dispute under this Section shall preclude Defendants from raising any such issue as a defense to an action by the United States to enforce any obligation of Defendants arising under this Decree.

31. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Defendants send the United States a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 30 Days from the date the Notice of Dispute is submitted in writing to the United States unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 30 Days after the conclusion of the informal negotiation period, Defendants invoke formal dispute resolution procedures as set forth below.

32. Formal Dispute Resolution. Defendants shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendants' position and any supporting documentation relied upon by Defendants.

33. The United States shall serve its Statement of Position within 30 Days of receipt of Defendants' Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by Plaintiff. The Plaintiff's Statement of Position shall be binding on Defendants, unless Defendants file a motion for judicial review of the dispute in accordance with the following Paragraph.

34. Defendants may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section XIII (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within forty-five (45) Days of receipt of the Plaintiff's Statement of Position pursuant to the preceding Paragraph.

35. The United States shall respond to Defendants' motion within the time period allowed by the Local Rules of this Court. Defendants may file a reply memorandum, to the extent permitted by the Local Rules.

36. Standard of Review. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 32, Defendants shall bear the burden of demonstrating that their position complies with this Consent Decree and that it is entitled to relief under applicable principles of law. The United States reserves the right to argue that its position is reviewable only on the administrative record and must be upheld unless arbitrary and capricious



or otherwise not in accordance with law, and Defendants reserve the right to oppose this position.

37. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendants under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 21. If Defendants do not prevail on the disputed issue, stipulated penalties shall be due within 30 days of the Court's decision and paid as provided in Section VII (Stipulated Penalties).

#### X. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

38. This Consent Decree resolves the civil claims of the United States for the violations alleged in the Complaint filed in this action through the date of lodging.

39. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated in Paragraph 38.

40. The United States reserves all legal and equitable claims for, including but not limited to, injunctive relief, civil penalties, response and removal costs, expenses, damages including natural resource damages, criminal liability, and other appropriate relief, except as expressly stated in Paragraph 38. This Consent Decree shall not be construed to limit the rights of the United States to obtain additional relief under any federal law, implementing regulations of federal law, or permit conditions, except as expressly specified in this Consent Decree.

41. The United States further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, Defendants' Facility, whether related to the violations addressed in this Consent Decree or otherwise.

42. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, other appropriate relief relating to the Facility, including any proceeding related to any Corrective Action Order or Notices of Probable Violation issued by the United States Department of Transportation, Pipeline and Hazardous Materials Safety Administration ("PHMSA"), pertaining to the Discharge and related events, Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 38.

43. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations. Defendants are responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits; and Defendants' compliance with this Consent Decree shall be no defense to any

action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that Defendants' compliance with any aspect of this Consent Decree will result in compliance with any provisions of the CWA or with any other provisions of federal, state, or local laws, regulations, or permits.

44. This Consent Decree does not limit or affect the rights of Defendants or of the United States against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Defendants, except as otherwise provided by law, including but not limited to 33 U.S.C. § 1365(b)(1)(B) and 42 U.S.C. § 7604(b)(1)(B).

45. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

46. Defendants hereby covenant not to sue and agree not to assert any claims related to the Discharge, or response activities in connection with the Discharge, against the United States pursuant to the CWA, Oil Pollution Act ("OPA"), or any other state or federal law or regulation for acts or omissions through the date of lodging of the Consent Decree. Defendants further covenant not to sue and agree not to assert any direct or indirect claim for reimbursement from the Oil Spill Liability Trust Fund or pursuant to any other provision of law.

#### XI. COSTS

47. The Parties shall bear their own costs of this action and this Consent Decree, including attorneys' fees, except that the United States shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Defendants.

#### XII. NOTICES

48. Unless otherwise specified in this Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing, sent by U.S. Mail (and also by electronic mail where provided), and addressed as follows:

To the United States (by email): [eescasemanagement.enrd@usdoj.gov](mailto:eescasemanagement.enrd@usdoj.gov)  
Re: DJ # 90-5-1-1-11370/2

To the United States (by mail): EES Case Management Unit  
Environment and Natural Resources Division  
U.S. Department of Justice  
P.O. Box 7611  
Washington, D.C. 20044-7611  
Re: DJ # 90-5-1-1-11370/2

To EPA Region 5 (by mail and email): Richard Clarizio  
Associate Regional Counsel  
Environmental Protection Agency, Region 5  
77 West Jackson Blvd. (C-14J)  
Chicago, IL 60604-3590  
(312) 886-0559  
[clarizio.richard@epa.gov](mailto:clarizio.richard@epa.gov)

and

Ellen Riley  
Environmental Scientist  
Environmental Protection Agency, Region 5  
77 West Jackson Blvd. (AE-17J)  
Chicago, IL 60604-3590  
(312) 886-9497  
[riley.ellen@epa.gov](mailto:riley.ellen@epa.gov)

To EPA OECA: Kelly Brantner  
U.S. EPA  
Office of Enforcement and Compliance Assurance  
Mail Code 2243-A  
1200 Pennsylvania Ave., N.W.  
Washington, D.C. 20460  
[Brantner.kelly@epa.gov](mailto:Brantner.kelly@epa.gov)

As to Defendants (by mail and email): Dan Ownby  
President, West Shore Pipe Line Company  
One Greenway Plaza, Suite 600  
Houston, TX 77046  
[downby@buckeye.com](mailto:downby@buckeye.com)

and

Todd Russo  
General Counsel  
Buckeye Pipe Line Company, L.P.  
One Greenway Plaza, Suite 600  
Houston, TX 77046

49. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

50. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

### XIII. EFFECTIVE DATE

51. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

### XIV. RETENTION OF JURISDICTION

52. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections IX and XV, or effectuating or enforcing compliance with the terms of this Decree

### XV. MODIFICATION

53. This Consent Decree contains the entire agreement of the Parties and shall not be modified by any prior oral or written agreement, representation, or understanding. The terms of this Consent Decree may be modified only by a subsequent written agreement signed by all the Parties.

### XVI. TERMINATION

54. After Defendants have completed the requirements of Section VII (Injunctive Relief), have thereafter maintained satisfactory compliance with this Consent Decree for a period of three years, and have paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree, Defendants may serve upon the United States a Request for Termination, stating that Defendants have satisfied those requirements, together with all necessary supporting documentation. The Defendants shall include with the Request for Termination a Final Report which shall include a description of all of the actions it has completed pursuant to this Consent Decree and the dates it completed those actions. It may include a copy of the semi-annual reports required by Paragraph 12.

55. Following receipt by the United States of Defendants' Request for Termination and Final Report, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendants have satisfactorily complied with the requirements for termination of this Consent Decree. If the United States agrees that the Decree may be terminated, the Parties shall submit a joint stipulation terminating the Decree that shall automatically terminate this Consent Decree as of the date the joint stipulation is filed. If the United States does not agree that the Decree may be terminated, Defendants may invoke Dispute Resolution under Section IX. However, Defendants shall not seek Dispute Resolution

of any dispute regarding termination until 120 days after service of its Request for Termination and Final Report.

#### XVII. PUBLIC PARTICIPATION

56. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) Days for public notice and comment. The Parties agree and acknowledge that final approval by the United States and entry of this Consent Decree is subject to notice of lodging of the Consent Decree and a public comment period. The United States reserves the right to withdraw or withhold consent if the comments disclose facts or considerations which indicate that the Consent Decree is inappropriate, improper, or inadequate.

57. Defendants agree not to oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified the Defendants in writing that it no longer supports entry of the Decree. Defendants consent to entry of this Consent Decree without further notice except through the Court's electronic case filing system.

#### XVIII. SIGNATORIES/SERVICE

58. Each undersigned representative of Defendants and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

59. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendant agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

#### XIX. INTEGRATION

60. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

#### XX. FINAL JUDGMENT

61. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and Defendants.

Dated and entered this \_\_\_\_ day of \_\_\_\_\_, 2018

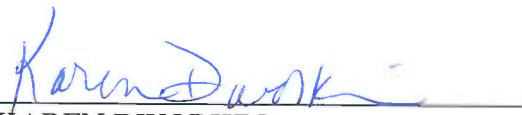
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UNITED STATES DISTRICT JUDGE

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Buckeye Pipe Line Company, L.P. and West Shore Pipe Line Company* (N.D. Ill.)


FOR THE UNITED STATES OF AMERICA:

2/15/2018  
Date

  
KAREN DWORKIN  
Deputy Chief, Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice

  
MICHAEL J. ZOELLER  
Senior Counsel  
Environmental Enforcement Section  
Environment and Natural Resources Division  
U.S. Department of Justice  
Washington, DC 20044-7611  
Tel: (202) 305-1478  
Fax: (202) 616-6584  
[michael.zoeller@usdoj.gov](mailto:michael.zoeller@usdoj.gov)

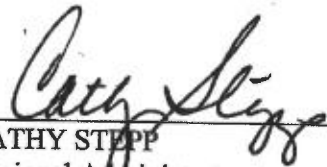
JOHN R. LAUSCH, JR.  
United States Attorney

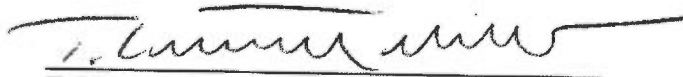
  
By: JONATHAN C. HAILE  
Assistant United States Attorney  
Northern District of Illinois  
219 South Dearborn Street, Fifth Floor  
Chicago, IL 60604  
Voice: (312) 886-2055  
[jonathan.haile@usdoj.gov](mailto:jonathan.haile@usdoj.gov)

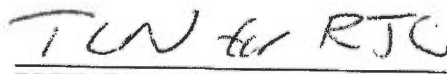


THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Buckeye Pipe Line Company, L.P. and West Shore Pipe Line Company* (N.D. Ill.)

FOR THE U.S. ENVIRONMENTAL PROTECTION  
AGENCY:

  
CATHY STEPP  
Regional Administrator  
U.S. Environmental Protection Agency, Region 5

  
T. LEVERETT NELSON  
Regional Counsel  
Office of Regional Counsel  
U.S. Environmental Protection  
Agency, Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604-3590

  
RICHARD J. CLARIZIO  
Associate Regional Counsel  
Office of Regional Counsel  
U.S. Environmental Protection  
Agency, Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604-3590

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States v. Buckeye Pipe Line Company, L.P. and West Shore Pipe Line Company* (N.D. Ill.)

FOR THE U.S. ENVIRONMENTAL PROTECTION  
AGENCY:



MARK POLLINS  
Director, Water Enforcement Division  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
William Jefferson Clinton Building  
1200 Pennsylvania Avenue, N. W.  
Mail Code: 2243A  
Washington, DC 20460



KELLY K. BRANTNER  
Water Enforcement Division  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
William Jefferson Clinton Building  
1200 Pennsylvania Avenue, N. W.  
Mail Code: 2243A  
Washington, DC 20460

THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States v. Buckeye Pipe Line Company, L.P. and West Shore Pipe Line Company* (N.D. Ill.)

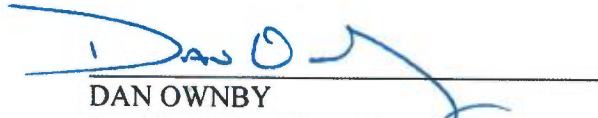
FOR BUCKEYE PIPE LINE COMPANY, L.P.  
By MAINLINE L.P., as its general partner  
By MAINLINE GP LLC, as its general Partner

1/9/18  
Date

  
\_\_\_\_\_  
TODD J. RUSSO  
Senior Vice President, General Counsel, and Secretary

FOR WEST SHORE PIPE LINE COMPANY:

1-9-18  
Date

  
\_\_\_\_\_  
DAN OWNBY  
President, West Shore Pipe Line Company