

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD  
OF THE STATE OF ILLINOIS

**RECEIVED**  
CLERK'S OFFICE

APR 23 2007

STATE OF ILLINOIS  
Pollution Control Board

INDIAN REFINING COMPANY, now part of the )  
AWR LIQUIDATING TRUST, )

)  
Petitioner, )

v. )

) PCB No. 93-71

) (Permit Appeal)

ILLINOIS ENVIRONMENTAL )  
PROTECTION AGENCY, )

)  
Respondent. )

**NOTICE OF MOTION**

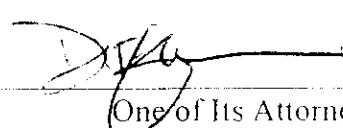
To: **PERSONS ON ATTACHED SERVICE LIST**

PLEASE TAKE NOTICE that on April 30, 2007, at the telephonic status hearing previously set at 11:00 a.m., we shall present to Carol Webb, the Hearing Officer of the Illinois Pollution Control Board, Petitioner's Motion to Voluntarily Dismiss Appeal, a copy of which we served upon you. Pursuant to 35 Ill. Admin. Code § 101.103, we make this filing on recycled paper.

April 23, 2007

**INDIAN REFINING COMPANY, now  
part of the AWR LIQUIDATING TRUST,  
Petitioner**

By: \_\_\_\_\_

  
One of Its Attorneys

Daniel T. Graham, Esq.  
Funkhouser Vegosen Liebman & Dunn Ltd.  
55 West Monroe Street, Suite 2300  
Chicago, Illinois 60603  
Phone: (312) 701-6800  
Fax: (312) 701-6801

**CERTIFICATE OF SERVICE**

Daniel T. Graham certifies that he caused copies of the attached **Notice of Motion** and **Petitioner's Motion to Voluntarily Dismiss Appeal** hand delivered to:


Illinois Pollution Control Board  
Attention: Ms. Dorothy Gunn, Clerk  
State of Illinois Building  
Suite 1150  
100 West Randolph Street  
Chicago, Illinois 60601

and served on:

Mr. Kyle Davis  
c/o Mr. William Ingersoll  
Illinois Environmental Protection Agency  
Division of Legal Counsel  
2200 Churchill Road  
Springfield, Illinois 62794-9276  
**VIA FEDERAL EXPRESS**

Ms. Carol Webb  
Hearing Officer  
Illinois Pollution Control Board  
1021 North Grand Avenue East  
P.O. Box 19274  
Springfield, Illinois 62794-9274  
**VIA FEDERAL EXPRESS**

on April 23, 2007, before the hour of 5:00 p.m.

  
\_\_\_\_\_  
Daniel T. Graham

**BEFORE THE ILLINOIS POLLUTION CONTROL BOARD  
OF THE STATE OF ILLINOIS**

**RECEIVED**  
CLERK'S OFFICE

APR 23 2007

**STATE OF ILLINOIS**  
**Pollution Control Board**

<b>INDIAN REFINING COMPANY, now part of the</b>	)	
<b>AWR LIQUIDATING TRUST,</b>	)	
	)	
	Petitioner,	
v.	)	PCB No. 93-71
	)	(Permit Appeal)
<b>ILLINOIS ENVIRONMENTAL</b>	)	
<b>PROTECTION AGENCY,</b>	)	
	)	
	Respondent.	

**PETITIONER'S MOTION TO VOLUNTARILY DISMISS APPEAL**

Pursuant to the Amended Consent Order entered by Judge Robert M. Hopkins on April 17, 2007 in the matters of *State of Illinois v. Indian Refining Company*, Case No. 92 CH 6 and *State of Illinois v. American Western Refining, L.P.*, Case No. 97 CH 11, and as agreed to by the parties, the Petitioner Indian Refining Company ("IRC"), now part of the AWR Liquidating Trust ("AWRLT" and IRC collectively referred to as the "Petitioner"), through its attorneys, Funkhouser Vegosen Liebman & Dunn Ltd., hereby moves this Board for the entry of an order granting the voluntary dismissal of this appeal.

In support hereof, Petitioner states as follows:

1. This appeal arose out of the Illinois Environmental Protection Agency's imposition of certain permit conditions on the closure of a land treatment unit (D081, commonly known as the "land farm") located in Lawrence County, Illinois. The closure was pursuant to obligations imposed by the 1992 Consent Order entered by the Circuit Court of Lawrence County, Case No. 92 CH 11 ("Consent Order"), addressing environmental issues at the former Texaco-Lawrenceville Refinery (the "Site"). In the Consent Order, IRC pledged approximately \$2.9 million in the form of various irrevocable letters of credit (fully cash

collateralized) to assure the completion of remedial investigations required by the Consent Order, of which \$1,873,300 has been pledged for closure activities associated with the RCRA closure plans for the RCRA tank systems and the land farm at the Site.

2. By agreement of the parties and with the approval of this Board, this appeal has been pending since April 12, 1993, without a hearing date having been set. Petitioner had filed an indefinite waiver of the statutory decision date in this matter.

3. Over the past several years, much has changed in the relationship of the parties and with the enactment of new environmental laws and regulations that govern the closure of the land farm and the appropriateness of the original permit. Texaco, Inc. has entered into its own consent order with the State to provide a complete Remedial Investigation/Feasibility Study for the Site. The Site is also now listed on the NPL and is regulated under CERCLA. The Petitioner will not repeat here what has been previously explained in prior status reports to and status hearings before this Board.

4. The parties' negotiations over the past several years have included conferring with Texaco, Inc. Those negotiations culminated in a comprehensive re-prioritization of AWRLT's use of its limited funds for the continued operation of the Sites' waste water treatment system and Site security and upgrades. The parties and Texaco negotiated and prepared a comprehensive amended consent order to replace AWRLT's obligations under the Consent Orders entered in the 92 CH 6 and 97 CH 11 matters.

5. On April 10, 2007, the parties and Texaco appeared before Judge Robert M. Hopkins in the Circuit Court of Lawrence County in the matters referenced above and presented a motion for the entry of an Amended Consent Order that reflects the changes in the

ownership of the property, the priority of use of AWRLT's limited funds and the activities to be performed at the Site. The Court set the matter to April 17, 2007 for ruling.

6. At the hearing held on April 17, 2007, the Court informed the parties and Texaco that the Amended Consent Order would be signed and entered. A complete copy of the Amended Consent Order is attached hereto as Exhibit A for the convenience of the Board.

7. As provided in Section VIII.A.5 (p. 11), the Amended Consent Order defers AWRLT's closure of the LTU. AWRLT set aside funds in an Environmental Account to address future closure needs for the LTU and the four remaining above-ground tanks. Because Texaco's RI/FS is currently being reviewed by the Illinois Environmental Protection Agency, the remedy for the Site has not been determined.

8. In compliance with Section VIII.A.2 (p. 10) of the Amended Consent Order, Petitioner is obligated to dismiss this appeal. Therefore, Petitioner hereby requests that the Board grant its motion to dismiss this appeal, without prejudice.

9. A telephonic status hearing has been previously set in this matter for April 30, 2007, at 11:00 a.m.

**WHEREFORE**, for all of the foregoing reasons and in compliance with its obligations in the Amended Consent Order entered on April 17, 2007, Petitioner Indian Refining Company, now part of AWR Liquidating Trust, respectfully requests that this Board grant its motion to voluntarily dismiss this appeal, without prejudice, and grant such other and further relief as this Board deems just and appropriate.

Respectfully submitted,

**INDIAN REFINING COMPANY, now  
part of the AWR LIQUIDATING TRUST,  
Petitioner**

By:  \_\_\_\_\_  
One of Its Attorneys

Daniel T. Graham, Esq.  
Funkhouser Vegosen Liebman & Dunn Ltd.  
55 West Monroe Street, Suite 2300  
Chicago, Illinois 60603  
Phone: (312) 701-6800  
Fax: (312) 701-6801

Dated: April 23, 2007

## Exhibit A

**EXHIBIT A**

**IN THE CIRCUIT COURT FOR THE SECOND JUDICIAL CIRCUIT  
LAWRENCE COUNTY, ILLINOIS**

<b>PEOPLE OF THE STATE OF ILLINOIS,</b>	)	
	)	
<b>Plaintiff,</b>	)	
<b>v.</b>	)	<b>92-CH-6</b>
	)	<b>and 97-CH-11</b>
<b>AWR LIQUIDATING TRUST, successor in</b>	)	
<b>interest to INDIAN REFINING COMPANY, and</b>	)	
<b>AMERICAN WESTERN REFINING, L.P.,</b>	)	
<b>Defendant.</b>	)	

**AMENDED CONSENT ORDER**

Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, ex rel. LISA MADIGAN, Attorney General of the State of Illinois, the Illinois Environmental Protection Agency ("Illinois EPA"), and Defendant, AWR Liquidating Trust, successor in interest to Indian Refining Company and American Western Refining, L.P. ("AWRLT"), have agreed to the making of this Amended Consent Order ("Consent Order"), which amends the consent order entered on May 14, 1992 in the 92 CH 6 matter and incorporates the key provisions in the agreed order entered on August 12, 1999 in the 97 CH 11 matter, and submit it to this Court for approval. If this Court approves and enters this Consent Order, Defendant agrees to be bound by the Consent Order and not to contest its validity in any subsequent proceeding to implement or enforce its terms. However, it is the intent of the parties to this Consent Order that it be a final judgment on the merits of this matter, subject to the provisions of Section VIII.F ("Release from Liability") and Section VIII.H ("Modification of Consent Order").

**I. JURISDICTION**

This Court has jurisdiction of the subject matter herein and of the parties consenting hereto pursuant to the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/1 et seq. (2004).

## **II. AUTHORIZATION**

The undersigned representatives for each party certify that they are fully authorized by the party whom they represent to enter into the terms and conditions of this Consent Order and to legally bind them to it.

## **III. STATEMENT OF FACTS**

### **A. Parties**

1. On May 14, 1992, a Complaint was filed on behalf of the People of the State of Illinois by the Attorney General of the State of Illinois, on his own motion and upon the request of the Illinois Environmental Protection Agency (collectively, the "State"), pursuant to Section 42(d) and (e) of the Act, 415 ILCS 5/42(d) and (e) (2004), against Indian Refining Company (the "IRC Complaint"). On August 27, 1997, a Complaint was filed by the State, pursuant to Section 42(d) and (e) of the Act, 415 ILCS 5/42(d) and (e) (2004), against American Western Refining (the "AWR Complaint").

2. The Illinois Environmental Protection Agency ("Illinois EPA") is an administrative agency of the State of Illinois, created pursuant to Section 4 of the Act, 415 ILCS 5/4 (2004).

### **B. Site Description**

1. The property subject to the IRC and AWR Complaints consists of approximately 990 acres along the Embarras River in and near the City of Lawrenceville, Lawrence County, Illinois ("Site"), as depicted on Attachment I hereto. Petroleum refining operations were commenced in the early 1900's on the Site. Refining operations continued for much of the rest of the twentieth century by or through a number of prior owners, including corporations affiliated with Texaco Inc.

2. During refinery operations, substantial quantities of wastes were generated and disposed of at the Site and there were releases of hazardous substances throughout the Site.

3. Indian Refining Company (“IRC”) became the owner and operator of the Site in 1986.

4. On April 10, 1990, IRC transferred the portion of the Site then active in refinery operations to Indian Refining Limited Partnership (“IRLP”), retaining the portions of the Site depicted as Indian Acres and the Landfarm on Attachment 1.

5. IRC also undertook to perform obligations incurred by Texaco Inc., regarding waste storage and disposal and releases of hazardous substances at the Site, including within areas of the Site it transferred to other entities.

6. On May 14, 1992, this Court entered a Consent Order (the “IRC Consent Order”) to resolve the IRC Complaint. Pursuant to the IRC Consent Order, IRC undertook to perform obligations incurred by Texaco, Inc., regarding waste disposal and releases of hazardous substances at the Site, including within the Landfarm and within other areas it had transferred to other entities. These obligations included performing closure of the Land Treatment Unit and 13 tanks which had been used to store hazardous wastes in accordance with State regulations implementing the Resource Conservation and Recovery Act (“RCRA”) and conducting comprehensive environmental assessment within the Site.

7. In November of 1995, the portion of the Site conveyed to IRLP in 1990 was transferred to American Western Refining (“AWR”).

8. On June 5, 1996, Illinois EPA issued a Seal Order pursuant to Section 34(b) of the Act, 415 ILCS 5/34(b), covering the area designated as Indian Acres to address conditions

threatening health.

9. On November 6, 1996, AWR filed a voluntary petition for Chapter 11 bankruptcy.

10. On or before June 3, 1997, a release of 100,000 to 300,000 gallons of hydrocarbon product occurred within AWR's portion of the Site resulting in the contamination of an area covering more than two acres and the impacting of wetlands and ultimately the Embarras River. In response to this release, the United States Environmental Protection Agency ("USEPA") conducted a series of removal actions.

11. On August 27, 1997, the State filed the AWR Complaint relating to water pollution violations at the Site (97 CH 11 matter).

12. On July 28, 1998, USEPA proposed adding the Site to the National Priorities List pursuant to Section 105 of the Comprehensive Environmental Response Compensation and Liability Act, 42 USC 9605 ("CERCLA"). On December 1, 2000, the Site and areas adjacent to the Site were added to the National Priorities List ("NPL").

13. On June 15, 1999, Texaco, Inc., entered into an administrative order on consent with USEPA and Illinois EPA requiring it to perform a comprehensive remedial investigation and feasibility study ("RI/FS") of the entire area as listed on the NPL (the "NPL Area"), which includes all of the Site, pursuant to CERCLA and the National Contingency Plan. That administrative order was supplanted on October 1, 2001, by a Consent Decree entered in the case of State of Illinois v. Texaco, Inc., 01-cv-3221, by the United States District Court for the Central District of Illinois. The field work for the remedial investigation phase of the RI/FS was completed in 2006 and a final draft report is expected to be submitted to Illinois EPA by March 31, 2007. The field work for the

feasibility study phase of the RI/FS is expected to be completed by approximately September 30, 2007 and a final draft report is expected to be submitted to the Illinois EPA by December 31, 2007.

14. On August 12, 1999, this Court entered an Agreed Order (the “AWR Consent Order”) pursuant to the AWR Complaint addressing AWR’s operation of the Site’s Separator and Treatment Systems (“WWTS”). The AWR Consent Order requires the continuous maintenance and operation of the WWTS.

15. On April 23, 2003, AWR’s First Amended Joint Chapter 11 Plan of Liquidation (the “Plan”) was approved by the Bankruptcy Court and agreed to by the U.S. Environmental Protection Agency and the State of Illinois. Pursuant to that Plan, AWR ceased to exist and AWR Liquidating Trust (“AWRLT” or the “Trust”) was formed to act as trustee under Delaware law to manage the environmental issues relating to the Site and the obligations of AWR and IRC under their respective consent orders.

16. In section 6.7 of the Plan, AWR and the State agreed that several of the areas at the AWR Facility and the IRC Property that IRC was to investigate pursuant to the 1992 Consent Decree are now covered in Texaco’s RI/FS: “Based on Texaco’s commitment to perform the Texaco’s RI/FS and in an attempt to avoid duplicative efforts on IRC’s Property and AWR Facility, the IEPA and IRC have agreed it would be appropriate to suspend certain work requirements as defined in the 1992 Consent Decree and to negotiate a new work plan and a continued pledge of the funds currently supporting the irrevocable letters of credit in favor of the IEPA. All IRC funds currently supporting the letters of credit issued to the IEPA (the “IRC Pledged Funds”) shall remain pledged by IRC to the IEPA for future environmental studies, response action and/or closure activities on the IRC

Property.” “[A]ll of the IRC assets and compliance obligations under the 1992 Consent Decree and any contractual obligations shall become assets and compliance/contractual obligations of the AWR Liquidating Trust.”

17. The NPL Area includes all of the areas required to be investigated by AWR under the Consent Order and has been investigated by Texaco Inc. under the RI/FS. CERCLA will require remediation of the LTU in the future, and funding may be available under CERCLA for doing so.

18. Subsequent to approval of the Plan, on April 13, 2004, AWRLT petitioned seeking to modify the consent order entered in the 92 CH 6 matter and the agreed order entered in the 97 CH 11 matter. AWRLT’s petition sought compensation for work performed; procedures for canceling work being done by Texaco; to modify the consent order to reduce financial assurance or in the alternative to set procedures for the orderly abandonment of the property. Texaco then filed a petition to intervene in the action, seeking (a) to protect its right of access to the Site in order that it can continue to perform the RI/FS, and (b) to be allowed to be heard on how the remaining AWRLT funds should be spent at the Site in light of Texaco performing the RI/FS. The State of Illinois filed a response to both petitions and agreed to negotiate with AWRLT and Texaco to reach mutual agreement on the best use of the available funds at the Site.

19. On or about May 27, 2004, the parties and Texaco entered into a Memorandum of Agreement, a copy of which is incorporated herein by reference, relating to AWRLT’s petition, Texaco’s petition and the State’s responses thereto. In the Memorandum of Agreement, the parties and Texaco agreed (a) to continue to participate in negotiations to try resolve the issues raised in the petitions, (b) that certain interim actions should be effected during the course of those negotiations.

and (c) that the Court should hold the petitions in abeyance pending completion of the negotiations. The parties and Texaco have performed all of their respective obligations under the Memorandum of Agreement.

**C. Allegations of Non-Compliance**

1. The IRC Complaint alleged violations of the following provisions of the Act and Illinois Pollution Control Board ("Board") Regulations:

Count I: Section 21(f)(2) of the Act, 415 ILCS 5/21(f)(2), and 35 Ill. Adm. Code 725.193(b), (c)(2) and (d)(1), and 725.194(a)(2);

Count II: Section 21(f)(2) of the Act, 415 ILCS 5/21(f)(2), and 35 Ill. Adm. Code 725.212(a) and 725.218(a) and (b); and

Count III: Section 21(f)(2) of the Act, 415 ILCS 5/21(f)(2), and 35 Ill. Adm. Code 725.243 and 725.245.

2. The AWR Complaint alleged violations of the following provisions of the Act and Board Regulations:

Count I: Section 12(a) of the Act, 415 ILCS 5/12(a); and

Count II: Section 12(d) of the Act, 415 ILCS 5/12(d).

**IV. APPLICABILITY**

A. This Consent Order shall apply to and be binding upon the State and AWRLT, and any officer, director, agent, or employee of AWRLT, as well as any successors or assigns of AWRLT. AWRLT waives as a defense to any enforcement action taken pursuant to this Consent Order the failure of any of its officers, directors, agents, employees or successors or assigns to take

such action as shall be required to comply with the provisions of this Consent Order.

**B.** No change in ownership, corporate status or operator of the Site shall in any way alter the responsibilities of AWRLT under this Consent Order.

**C.** AWRLT shall notify each contractor to be retained to perform work required in this Consent Order of each of the requirements of this Consent Order relevant to the activities to be performed by that contractor, including all relevant work schedules and reporting deadlines, and shall provide a copy of this Consent Order to each contractor already retained no later than thirty (30) calendar days after the date of entry of this Consent Order. In addition, AWRLT shall provide copies of all schedules for implementation of the provisions of this Consent Order to the prime vendor(s) supplying the control technology systems and other equipment required by this Consent Order, if any.

## **V. COMPLIANCE WITH OTHER LAWS AND REGULATIONS**

This Consent Order in no way affects the responsibilities of AWRLT to comply with any other federal, State, and local laws or regulations, including but not limited to the Act, and the Board Regulations, 35 Ill. Adm. Code, Subtitles A through H.

## **VI. VENUE**

The parties agree that the venue of any action commenced in the Circuit Court for the purposes of interpretation and enforcement of the terms and conditions of this Consent Order shall be in the Circuit Court of Lawrence County, Illinois.

## **VII. SEVERABILITY**

It is the intent of the State and AWRLT that the provisions of this Consent Order shall be

severable, and should any provision be declared by a Court of competent jurisdiction to be inconsistent with State or federal law, and therefore unenforceable, the remaining clauses shall remain in full force and effect.

### **VIII. JUDGMENT ORDER**

This Court, having jurisdiction over the parties and subject matter, the parties having appeared, due notice having been given, the Court having considered the stipulated facts and being advised in the premises, this Court finds the following relief appropriate:

#### **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

##### **A. Coordination of RCRA Obligations with Ongoing CERCLA Activities**

In accordance with published guidance issued by the USEPA regarding coordination of RCRA obligations with ongoing CERCLA activities and the applicability of RCRA standards as either an “applicable requirement” or as a “relevant and appropriate requirement” under CERCLA and the National Contingency Plan, 40 CFR 300.5, certain RCRA obligations governing the Site shall continue to be performed by AWRLT while other RCRA obligations are deferred pending completion of the RI/FS and issuance of a Record of Decision under CERCLA to avoid duplication of effort under that process.

1. Within ten (10) calendar days of entry of this Consent Order, AWRLT shall maintain \$450,000.00 of the existing financial assurance required under the 1992 IRC Consent Order in the existing “Environmental Account” to assure performance of the obligations identified in paragraph 5 hereof and to provide for implementation of other activities including, but not limited to, closure, post-closure, or corrective action activities approved by Illinois EPA through the CERCLA process.

Interest accumulated on funds in the Environmental Account shall be transferred to the Operating Account on an annual basis.

2. Within ten (10) calendar days of entry of this Consent Order, AWRLT shall dismiss the pending appeal in PCB 1993-071.

3. **Ongoing RCRA Obligations and Site Upgrades**

a. Within ten (10) calendar days of entry of this Consent Order, AWRLT shall place the balance of the existing financial assurance required under the 1992 IRC Consent Order into the "Operating Account" to fund (i) the Ongoing RCRA Obligations consisting of site security (Appendix B); site maintenance (Appendix C); maintenance and operation of the WWTS and related systems (Appendix D); (ii) to address any emergency responses in coordination with the Illinois EPA, and (iii) to perform certain Site Upgrades and Repairs (Appendix E). Interest earned on the Operating Fund shall remain in the Operating Fund and be used for the purposes set forth herein. The funds therein may be expended, on a monthly basis, in accordance with the budgets attached hereto as Appendix E to pay for these budgeted expenses. The parties may agree to extend the obligations of AWRLT under this paragraph beyond periods of these budgets, or modify an existing budget pursuant to revised budgets prepared by AWRLT and approved by the Illinois EPA; provided, however, notice of any such extension and the budget relating thereto and any modified budget shall be given to Texaco not less than thirty (30) days prior to the effective date of such extension or modified budget.

b. AWRLT shall perform the Site security measures set forth in Appendix B hereto.

c. AWRLT shall perform the Site maintenance measures set forth in Appendix C hereto.

d. AWRLT shall operate and maintain the Site wastewater treatment and collection system (“WWTS”) and comply with effluent limitations, and sampling and reporting requirements in accordance with terms set forth in Appendix D hereto.

e. AWRLT shall perform the Upgrades and Repairs to the WWTS, facilities and equipment at the Site in accordance with the terms set forth in Appendix E hereto.

**4. NPDES Permit**

AWRLT shall pay One Hundred Dollars (\$100.00) per month towards the outstanding arrearage on its NPDES permit fee. AWRLT reserves the right to challenge the classification of its facility and the determination of the appropriate permit fee amount. If any third party, including Texaco, seeks authorization to introduce material into the system, any fees charged by AWRLT shall be sufficient to pay the applicable NPDES permit fee during the duration of that use.

**5. Deferral of RCRA Closure and Corrective Action Activities**

To the extent that AWRLT acts in accordance with the terms of this Consent Order, the existing obligations assumed by AWRLT, including, but not limited to, closure of the Land Treatment Unit and the 13 RCRA Tanks set forth in the December 4, 1992 Closure Plan, as conditionally approved by Illinois EPA, and to conduct investigative activities to determine whether RCRA corrective action is required for the locations within the LTU described in Section 5.18 of the December 4, 1992 Closure Plan or for other locations within the Site are hereby deferred until issuance of the Record of Decision pursuant to the CERCLA process at which time such may be reinstated or supplanted in accordance with the selected Remedial Action(s). At such time as the LTU and the 13 RCRA tanks are remediated under CERCLA, the funds in the Environmental

Account shall be disbursed to the entity performing such remediation. The parties acknowledge that the expenditure of the funds pursuant to the terms of this Amended Consent Order may limit the ability of AWRLT to perform any corrective action for the tank farms or the LTU.

**B. Force Majeure**

1. For the purposes of this Consent Order, force majeure is an event arising solely beyond the control of AWRLT, which prevents the timely performance of any of the requirements of this Consent Order. For purposes of this Consent order 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 AWRLT.

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

3. Failure by AWRLT to comply with the notice requirements of the preceding paragraph shall render this Section VIII.B. voidable by the State as to the specific event for which AWRLT has failed to comply with the notice requirement. If voided, this section shall be of no effect as to the particular event involved.

4. Within ten (10) calendar days of receipt of the written force majeure notice required under Section VIII.B.2, the State shall respond to AWRLT in writing regarding AWRLT's claim of a delay or impediment to performance. If the State agrees that the delay or impediment to performance

has been or will be caused by circumstances beyond the control of AWRLT, including any entity controlled by AWRLT, and that AWRLT 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 Order pursuant to the modification procedures established in this Consent Order. AWRLT shall not be liable for stipulated penalties for the period of any such stipulated extension.

5. If the State does not accept AWRLT's claim of a force majeure event, AWRLT may submit the matter to this Court within twenty (20) calendar days of receipt of State's determination for resolution to avoid payment of stipulated penalties, by filing a petition for determination of the issue. Once AWRLT has submitted such a petition to the Court, the State shall have twenty (20) calendar days to file its response to said petition. The burden of proof of establishing that a force majeure event prevented the timely performance shall be upon AWRLT. If this Court determines that the delay or impediment to performance has been or will be caused by circumstances solely beyond the control of AWRLT, including any entity controlled by AWRLT, and that AWRLT could not have prevented the delay by the exercise of due diligence, AWRLT shall be excused as to that event (including any imposition of stipulated penalties), 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.

6. An increase in costs associated with implementing any requirement of this Consent Order shall not, by itself, unless such increase in costs causes AWRLT to exhaust available funds, excuse AWRLT under the provisions of this Section VIII.B of this Consent Order from a failure to

comply with such a requirement.

### **C. Dispute Resolution**

1. Unless otherwise provided for in this Consent Order, the dispute resolution procedures provided by this section shall be the only process available to resolve all disputes arising under this Consent Order, including but not limited to the Illinois EPA's approval, comment on, or denial of any report, plan or remediation objective, or the Illinois EPA's decision regarding appropriate or necessary response activity. The following are expressly not subject to the dispute resolution procedures provided by this section: disputes regarding force majeure, which has separate procedures as contained in Section VIII.B.5 above; where AWRLT or the State has violated any payment or compliance deadline within this Consent Order, for which AWRLT or the State may elect to file a petition for adjudication of contempt or rule to show cause; and, disputes regarding a substantial danger to the environment or to the public health of persons or to the welfare of persons.

2. The dispute resolution procedure shall be invoked upon the written notice by one of the parties to this Consent Order to another describing the nature of the dispute and the initiating party's position with regard to such dispute. The party receiving such notice shall acknowledge receipt of the notice; thereafter the parties shall schedule a meeting to discuss the dispute informally not later than fourteen (14) calendar days from the receipt of such notice.

3. Disputes submitted to dispute resolution shall, in the first instance, be the subject of informal negotiations between the parties. Such period of informal negotiations shall be for a period of thirty (30) calendar days from the date of the first meeting between representatives of the State and AWRLT, unless the parties' representatives agree, in writing, to shorten or extend this period.

4. In the event that the parties are unable to reach agreement during the informal negotiation period, the State shall provide AWRLT with a written summary of its position regarding the dispute. The position advanced by the State shall be considered binding unless, within twenty (20) calendar days of AWRLT's receipt of the written summary of the State's position, AWRLT files a petition with this Court seeking judicial resolution of the dispute. The State shall respond to the petition by filing the administrative record of the dispute and any argument responsive to the petition within twenty (20) calendar days of service of Defendant's petition. The administrative record of the dispute shall include the written notice of the dispute, any responsive submittals, the State's written summary of its position, AWRLT's petition before the court and the State's response to the petition.

5. The invocation of dispute resolution, in and of itself, shall not excuse compliance with any requirement, obligation or deadline contained herein, and stipulated penalties may be assessed for failure or noncompliance during the period of dispute resolution.

6. This Court shall make its decision based on the administrative record and shall not draw any inferences nor establish any presumptions adverse to any party as a result of invocation of this section or the parties' inability to reach agreement with respect to the disputed issue.

7. As part of the resolution of any dispute, the parties, by agreement, or by order of this Court, may, in appropriate circumstances, extend or modify the schedule for completion of work under this Consent Order to account for the delay in the work that occurred as a result of dispute resolution.

**D. Correspondence, Reports and Other Documents**

Any and all correspondence, reports and any other documents required under this Consent

Order shall be submitted as follows:

As to the State

James L. Morgan  
Assistant Attorney General  
Environmental Bureau  
500 South Second Street  
Springfield, Illinois 62706

Kyle N. Davis  
Assistant Counsel  
Illinois EPA  
1021 North Grand Avenue East  
P.O. Box 19276  
Springfield, Illinois 62794-9276

Greg Ratliff  
Project Manager  
Illinois EPA  
1021 North Grand Avenue East  
P.O. Box 19276  
Springfield, Illinois 62794-9276

As to AWRLT

Chris Woods, Trustee  
AWR Liquidating Trust, successor in interest to  
Indian Refining Company  
P.O. Box 2349  
Sun City, AZ 85372-2349  
(623) 572-4744  
(623) 572-9969 facsimile

Daniel T. Graham  
Funkhouser Vegosen Liebman & Dunn Ltd.  
55 West Monroe Street  
Suite 2300  
Chicago, IL 60603  
(312) 701-6848  
(312) 701-6801 facsimile  
dgraham@FVI.Dlaw.com

Facility Location:  
Illinois Street, P.O. Box 381  
Lawrenceville, IL 62439  
(618) 943-5555  
(618) 943-7650

As to Texaco Inc. (for purpose of notice under sections VIII.A.3 and VIII.H hereof:

Texaco Inc.  
c/o Joseph A. Girardi  
Henderson & Lyman  
175 W. Jackson Blvd., Suite 240  
Chicago, Illinois 60604  
(312) 986-6960  
(312) 986-6961 facsimile  
jgirardi@henderson-lyman.com

**E. Right of Entry**

In addition to any other authority, the Illinois EPA, its employees and representatives, and the Attorney General, her employees and representatives, shall have the right of entry into and upon the Site which is the subject of this Consent Order, at all reasonable times for the purposes of carrying out inspections of the Site. The Illinois EPA will use its best efforts to give as much advance notice as reasonably possible to allow AWRLT to have personnel available at the Site during such an inspection. In conducting such inspections, the Illinois EPA, its employees and representatives, and the Attorney General, her employees and representatives, may take photographs, samples, and collect information relating to the matters identified in this Consent Order, as they deem necessary.

**F. Release from Liability**

In consideration of AWRLT's completion of all activities required (but not those activities that have been deferred) hereunder through the date of orderly abandonment due to AWRLT's exhaustion of funds, the State releases, waives and discharges AWRLT from any further liability or

penalties for violations of the Act and Board Regulations that were the subject matter of the Complaints herein. The release set forth above does not extend to any matters other than those expressly specified in State's Complaints filed on May 14, 1992, and August 27, 1997. The State reserves, and this Consent Order is without prejudice to, all rights of the State of Illinois against AWRLT with respect to all other matters, including but not limited to, the following:

- a. criminal liability;
- b. liability for future violation of State, federal, local, and common laws and/or regulations;
- c. liability for natural resources damage arising out of the alleged violations; and
- d. liability or claims based on AWRLT's failure to satisfy the requirements of this Consent Order.

Nothing in this Consent Order is intended as a waiver, discharge, release, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the State of Illinois or the Illinois EPA may have against any person, as defined by Section 3.315 of the Act, 415 ILCS 5/3.315, or entity other than AWRLT, AWR and IRC and their officers, directors, trustees and employees and agents.

**G. Retention of Jurisdiction**

This Court shall retain jurisdiction of this matter for the purposes of interpreting and enforcing the terms and conditions of this Consent Order.

**H. Modification of Consent Order**

The parties may, by mutual written consent, extend any compliance dates or modify the terms

of this Consent Order without leave of court. A request for any modification shall be made in writing and submitted to the contact persons identified in Section VIII.D. Any such request shall be made by separate document, and shall not be submitted within any other report or submittal required by this Consent Order. Any such agreed modification shall be in writing, signed by authorized representatives of each party, filed with the court and incorporated into this Consent Order by reference. Modifications that include adjustments to the budget or the priorities among the various activities AWRLT will be performing at the Site and appropriately operational in nature are not required to be filed with the Court.

**I. Enforcement of Consent Order**

1. Upon the entry of this Consent Order, any party hereto, upon motion, may reinstate these proceedings for the purpose of enforcing the terms and conditions of this Consent Order. This Consent Order is a binding and enforceable order of this Court and may be enforced as such through any and all available means.

2. Stipulated penalties will be the re-direction of funds earmarked for activities that may not be essential to the operations of the WWTS and site security to such activities in the event of a violation of this Consent Order.

3. The parties agree that notice of any subsequent proceeding to enforce this Consent Order may be made by mail and waives any requirement of service of process.

**J. Execution of Document**

This Consent Order shall become effective only when executed by all parties and the Court. This Consent Order may be executed by the parties in one or more counterparts, all of which taken

together, shall constitute one and the same instrument.

**K.     Reservation of Rights**

Notwithstanding any other provision of this Consent Order, the State reserves, and this Consent Order is without prejudice to, all rights against AWRLT with respect to all other matters, including but not limited to, the following:

1.     liability arising from the past, present, or future disposal, release, or threat of release of Waste Materials by a AWRLT, AWR, or IRC at any location that is outside of the Site, none of which is known by the State as of the date hereof;
2.     liability for future disposal of Waste Material at the Site by AWRLT;
3.     liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments; and
4.     criminal liability, none of which is known by the State as of the date hereof.

Notwithstanding any other provision of this Consent Order, the State retains all authority and reserves all rights to take any and all response actions authorized by law.

**L.     Record Preservation**

AWRLT agrees to preserve, during the pendency of this Consent Order, and for a minimum of ten (10) years after termination of this Consent Order, all records and documents in the possession of AWRLT, or in the possession of any division, employee agent, account, contractor, or attorney of AWRLT (subject to the applicable privileges, such as attorney-client/work product), which relate in any way to the Site, unless such records are provided to the State by AWRLT at such time as AWRLT seeks to abandon the Site. Upon request by the State, such records, or copies of any such

records, must be provided to the State. AWRLT must notify the Illinois EPA prior to the destruction of documents as the Illinois EPA may choose to receive and retain the records.

**M. Quarterly Progress Reports**

AWRLT shall provide quarterly written progress reports to the State by the fifteenth calendar day of each April, July, October and January following the date of entry of this Consent Order. At a minimum, these quarterly written progress reports shall include the following:

1. A description of the action which has been taken during the previous quarter toward achieving compliance with this Consent Order;
2. A summary of all sampling events, analytical and all other raw data produced during the quarter which relate to the facility by AWRLT;
3. All plans and procedures completed during the past quarter, as well as actions and plans which are scheduled for the next quarter; and
4. Target and actual completion dates for each element of activity, including the project completion, and an explanation of any deviation from the schedules in the Appendices hereto.

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

*The remainder of this page is intentionally left blank.*

AGREED:

**FOR THE PLAINTIFF:**

PEOPLE OF THE STATE OF ILLINOIS  
ex rel. LISA MADIGAN,  
Attorney General of the  
State of Illinois

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

BY: \_\_\_\_\_  
THOMAS DAVIS, Chief  
Environmental Bureau

DATE: \_\_\_\_\_

ILLINOIS ENVIRONMENTAL  
PROTECTION AGENCY

BY: \_\_\_\_\_  
ROBERT A. MESSINA  
Chief Legal Counsel

DATE: \_\_\_\_\_

**FOR THE DEFENDANT:**

AWR LIQUIDATING TRUST, successor in interest to  
INDIAN REFINING COMPANY and AMERICAN  
WESTERN REFINING, L.P.

BY:   
CHRIS WOODS, Trustee

DATE: 7/4/07

**ENTERED:**

\_\_\_\_\_  
J U D G E

DATE: \_\_\_\_\_

4. ~~Target and actual completion dates for each element of activity, including the project completion, and an explanation of any deviation from the schedules in the Work Plan.~~

*DIO [Signature]*

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

AGREED:

FOR THE PLAINTIFF:

PEOPLE OF THE STATE OF ILLINOIS  
ex rel. LISA MADIGAN,  
Attorney General of the  
State of Illinois

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

BY: 

THOMAS DAVIS, Chief  
Environmental Bureau

DATE: 3/29/07

ILLINOIS ENVIRONMENTAL  
PROTECTION AGENCY

BY: 

ROBERT A. MESSINA  
Chief Legal Counsel

DATE: 3/27/07

FOR THE DEFENDANT:

AWR LIQUIDATING TRUST, successor in interest to  
INDIAN REFINING COMPANY and AMERICAN  
WESTERN REFINING, L.P.

BY: CHRIS WOODS, Trustee  
AWR Liquidating Trust

DATE: \_\_\_\_\_

DATE: 4-17-07

ENTERED:

  
JUDGE

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## **TABLE OF CONTENTS**

### **Attachments to Amended Consent Order (92 CH 6), entered April 10, 2007**

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5. Appendix E: Upgrades to WWTS

**ATTACHMENT 1**  
Map of Site and Legal Description

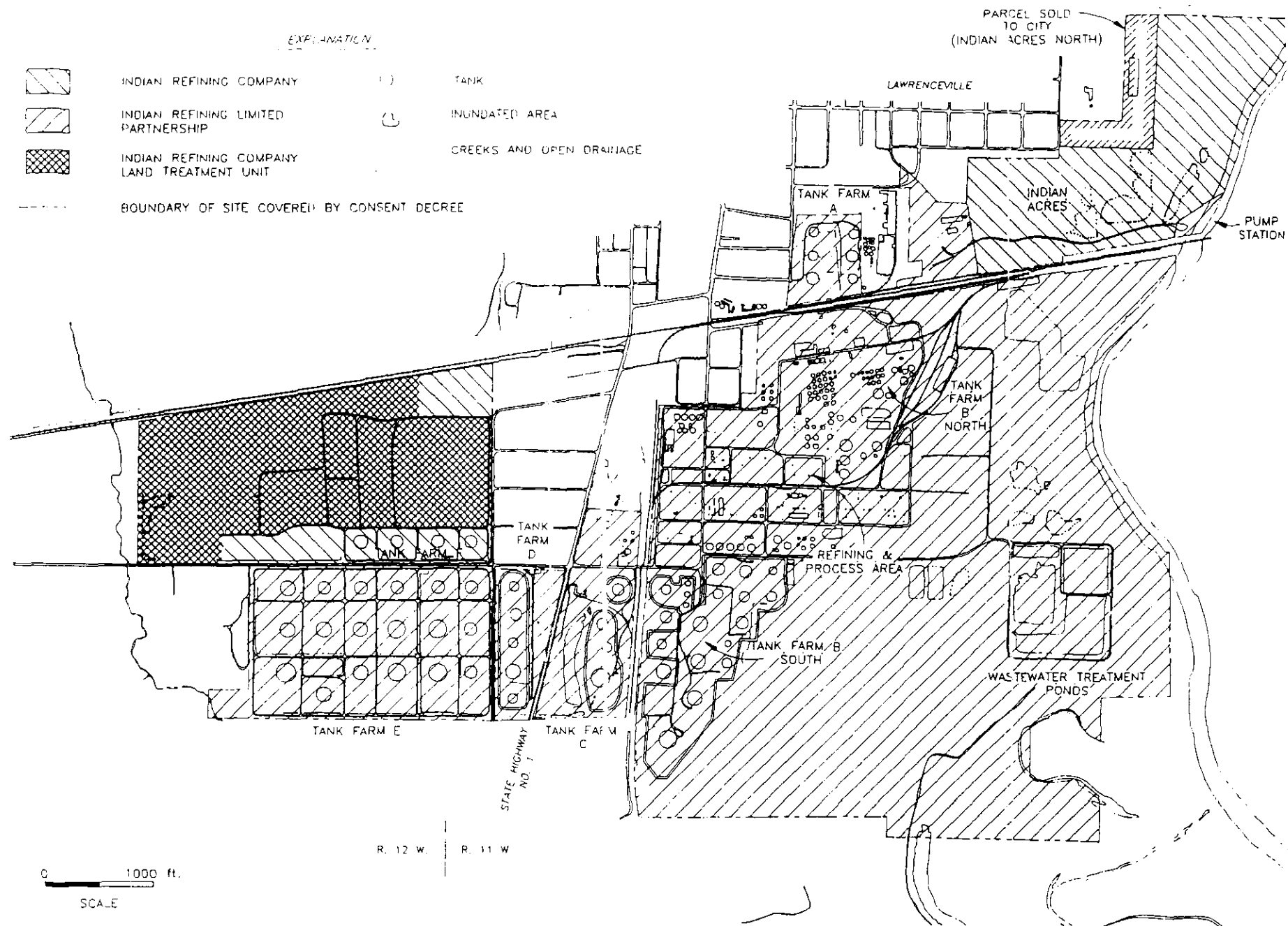


FIGURE 1-1 INDIAN REFINING COMPANY (IRC) AND INDIAN REFINING LIMITED PARTNERSHIP (IRLP), LAWRENCEVILLE, ILLINOIS (1991)

INDIAN REFINERY  
LAWRENCEVILLE, ILLINOIS  
REVISED JANUARY 17, 1990

A tract of land situated in Sections 6 and 7 of Township 3 North, Range 11 West and Sections 11 and 12 of Township 3 North, Range 12 West of the Second Principal Meridian of Lawrence County, Illinois, said tract described as follows: Beginning at the Southwest corner of the Southeast Quarter of said Section 7; thence North  $00^{\circ} 28' 05''$  East on an assumed bearing along the North and South centerline of said Section 7 a distance of 188.76 feet; thence South  $89^{\circ} 39' 00''$  West a distance of 2334.10 feet to the Easterly right-of-way line of the New York Central Railroad; thence in a Northerly direction along said right-of-way line on a curve concave to the East said curve having a central angle of  $12^{\circ} 35' 06''$  and a radius of 3753.72 feet, a distance of 827.96 feet; thence North  $03^{\circ} 58' 54''$  East a distance of 119.61 feet to an existing concrete monument; thence continuing along said right-of-way line North  $03^{\circ} 58' 54''$  East a distance of 1433.95 feet to an existing concrete right-of-way marker; thence continuing along said right-of-way line North  $04^{\circ} 08' 18''$  East a distance of 815.45 feet to an existing concrete monument; thence continuing along said right-of-way line North  $04^{\circ} 02' 59''$  East a distance of 689.95 feet to an existing concrete monument; thence South  $88^{\circ} 34' 27''$  East a distance of 775.53 feet to an iron pin on the East right-of-way line of Cracker Avenue of the City of Lawrenceville; thence North  $01^{\circ} 25' 33''$  East along the said East line of Cracker Avenue a distance of 140.00 feet to an existing iron pipe at the Southwest corner of Lot 112 of Cracker's Addition to said City of Lawrenceville; thence South  $88^{\circ} 34' 29''$  East along said South lot line a distance of 132.00 feet to an iron pin on the East line of a 12 foot alley in said Cracker Addition; thence North  $01^{\circ} 25' 33''$  East along the East line of said alley a distance of 687.19 feet to an iron pin on the Southerly right-of-way line of the B. & O. Railroad; thence North  $80^{\circ} 47' 11''$  East along said right-of-way line a distance of 257.20 feet; thence

INDIAN REFINERY  
LAWRENCEVILLE, ILLINOIS

North  $80^{\circ} 44' 52''$  East along said right-of-way line a distance of 74.80 feet to the West line of a tract of land described in Deed Record 39, Page 308 and recorded in the Court House of said Lawrence County; thence South  $00^{\circ} 44' 11''$  West a distance of 10.00 feet; thence in a Northeasterly direction parallel with the said Southerly right-of-way line of the B. & O. Railroad a distance of 976.80 feet to the North and South centerline of said Section 7; thence North  $00^{\circ} 44' 11''$  East along said North and South centerline a distance of 10.00 feet to the said Southerly right-of-way line of the B. & O. Railroad; thence continuing along said right-of-way line North  $80^{\circ} 40' 43''$  East a distance of 1588.15 feet; thence South  $09^{\circ} 27' 57''$  East along said right-of-way line a distance of 25.00 feet; thence continuing in a Northerly direction along said Southerly right-of-way line a distance of 1060 feet, more or less, to the East line of said Section 7; thence South along the said East line of Section 7 a distance of 255 feet, more or less, to the centerline of the Embarrass River; thence in a Southerly direction along the said centerline of the Embarrass River a distance of 3040 feet, more or less, to the North line of the Northeast Quarter of the Southeast Quarter of said Section 7; thence East along said North line a distance of 44.29 feet to the Northeast corner of the said Northeast Quarter of the Southeast Quarter of Section 7; thence South  $00^{\circ} 29' 31''$  West along the East line of the said Northeast Quarter of the Southeast Quarter of Section 7 a distance of 1320.00 feet to an iron pin at the Southeast corner of the said Northeast Quarter of the Southeast Quarter of Section 7; thence North  $88^{\circ} 30' 07''$  West along the South line of the said Northeast Quarter of the Southeast Quarter of Section 7 a distance of 440.00 feet to an iron pin at the Northeast corner of the West half of the Southeast Quarter of the Southeast Quarter of said Section 7; thence South  $00^{\circ} 19' 47''$  West along the East line of the said West half of the Southeast Quarter of the Southeast Quarter of Section 7 to the centerline of the old channel of the Embarrass River;

INDIAN REFINERY  
LAWRENCEVILLE, ILLINOIS

thence in a westerly direction along said centerline to the West line of the said Southeast Quarter of the Southeast Quarter of Section 7; thence South  $00^{\circ} 28' 14''$  West along the said West line of the Southeast Quarter of the Southeast Quarter of Section 7 to the centerline of the old channel of the Embarrass River; thence in an Easterly direction along the said centerline to the East line of the West half of said Southeast Quarter of the Southeast Quarter of Section 7; thence South  $00^{\circ} 19' 42''$  West along the said East line of the West half of the Southeast Quarter of the Southeast Quarter of Section 7 to an iron pin on the Southeast corner of the said West half of the Southeast Quarter of the Southeast Quarter of Section 7; thence North  $88^{\circ} 49' 52''$  West along the South line of the Southeast Quarter of said Section 7 a distance of 1978.61 feet to the Southwest corner of the Southeast Quarter of said Section 7 and the point of beginning;

Excepting therefrom a tract of land described as follows: Commencing at the intersection point of the North and South centerline of said Section 7 and the Southerly right-of-way line of the B. & O. Railroad; thence in a Northeasterly direction along the said Southerly right-of-way line a distance of 949.73 feet; thence South  $00^{\circ} 46' 15''$  West a distance of 12.00 feet to the point of beginning; thence continuing South  $00^{\circ} 46' 15''$  West a distance of 58.70 feet; thence North  $80^{\circ} 40' 43''$  East parallel with said Southerly right-of-way line of the B. & O. Railroad a distance of 192.70 feet; thence North  $00^{\circ} 46' 15''$  East a distance of 58.70 feet; thence South  $80^{\circ} 40' 43''$  West a distance of 392.70 feet to the point of beginning.

Also, including Lots 82, 83, 84, 93 and 94, all of Cracker's Addition to said City of Lawrenceville.

INDIAN REFINERY  
LAWRENCEVILLE, ILLINOIS

A tract of land located in the Southeast Quarter of said Section 6 and the Northeast Quarter of said Section 7 being more particularly described as follows: Beginning at the intersection point of the North and South centerline of said Sections 6 and 7 and the Northerly right-of-way line of the said B. & O. Railroad; thence North  $00^{\circ} 44' 11''$  East on an assumed bearing along the said North and South centerline of Section 6 and 7 a distance of 62.29 feet; thence North  $80^{\circ} 44' 52''$  East parallel with said railroad right-of-way line a distance of 8.14 feet to an existing concrete monument; thence North  $01^{\circ} 03' 57''$  East a distance of 4.55 feet; thence North  $80^{\circ} 35' 57''$  East a distance of 234.91 feet; thence North  $01^{\circ} 03' 57''$  East a distance of 150.00 feet; thence South  $80^{\circ} 35' 57''$  West a distance of 134.00 feet; thence North  $01^{\circ} 02' 59''$  East a distance of 699.63 feet; thence South  $83^{\circ} 54' 51''$  West a distance of 112.78 feet to the said North and South centerline of said Section 6; thence North  $00^{\circ} 44' 11''$  East along said North and South centerline a distance of 317.78 feet to an existing concrete monument; thence South  $88^{\circ} 47' 08''$  East a distance of 648.56 feet to an iron pin and the point of beginning; thence continuing South  $88^{\circ} 47' 08''$  East a distance of 835.72 feet to an existing concrete monument on the East line of Third Street to the said City of Lawrenceville; thence North  $02^{\circ} 04' 00''$  East along the East line of said Third Street a distance of 106.24 feet; thence South  $88^{\circ} 21' 06''$  East a distance of 880.00 feet; thence North  $02^{\circ} 04' 00''$  East a distance of 1270.00 feet to the East-West centerline of said Section 6; thence South  $88^{\circ} 21' 06''$  East a distance of 1351.37 feet to an existing concrete monument; thence continuing South  $88^{\circ} 21' 06''$  East a distance of 173 feet, more or less, to the centerline of the Embarrass River; thence in a Southerly direction along said centerline of the Embarrass River a distance of 1855 feet, more or less; thence South  $59^{\circ} 28' 43''$  West a distance of 227 feet, more or less to a 10" diameter Sycamore tree on the West bank of the Embarrass River; thence continuing South  $59^{\circ} 20' 43''$  West a

INDIAN REFINERY  
LAWRENCEVILLE, ILLINOIS

distance of 304.4 feet; thence South  $10^{\circ} 53' 16''$  West a distance of 156.08 feet to the Northerly right-of-way line of B. & O. Railroad; thence in a Southwesterly direction along said right-of-way line a distance of 1066.12 feet; thence South  $09^{\circ} 27' 57''$  East along the said right-of-way line a distance of 50 feet, more or less, to a point 46.00 feet distant measured perpendicular to the centerline of the main line of the B. & O. Railroad; thence in a Southwesterly direction along the Northerly right-of-way line of said B. & O. Railroad a distance of 788.90 feet; thence North  $09^{\circ} 17' 13''$  West a distance of 692.91 feet; thence North  $00^{\circ} 43' 08''$  East a distance of 416.58 feet to the point of beginning.

Said tract containing 81.18 acres, more or less.

All as shown on the accompanying plat.

INDIAN REFINERY  
LAWRENCEVILLE, ILLINOIS

A tract of land located in Section 12 of Township 3 North, Range 12 West of the Second Principal Meridian of Lawrence County, Illinois and being described as follows: Beginning at the Southwest corner of the Northwest Quarter of said Section 12; thence South 89° 59' 48" East on an assumed bearing along the East and West centerline of said Section 12 a distance of 1043.11 feet; thence South 90° 00' 00" East a distance of 1665.59 feet; thence South 89° 07' 30" East a distance of 606.03 feet North 00° 23' 00" East a distance of 1896.54 feet to an iron pin on the Southerly right-of-way line of the B. & O. Railroad; thence South 80° 42' 37" West along the said Southerly right-of-way line a distance of 3350.73 feet; thence South 00° 52' 30" West a distance of 1346.35 feet to the point of beginning.

Said tract contains 122.84 acres, more or less.

All as shown on the accompanying plat.

A tract of land lying in the Southeast Quarter of Section 6, Township 3 North, Range 11 West of the Second Principal Meridian of Lawrence County, Illinois more particularly described as follows:

Commencing at the intersection of the East-West Quarter section line of said Section 6 and the East right-of-way line of Third Street in the City of Lawrenceville, Illinois; thence East along the East-West Quarter section line of said Section 6 a distance of 600 feet to the point of beginning; thence continuing East along the East-West Quarter section line of said Section 6 a distance of 280 feet; thence South a distance of 1270 feet; thence West a distance of 880 feet to the East right-of-way line of Third Street; thence North along the East right-of-way line of Third Street a distance of 280 feet; thence East a distance of 600 feet; thence North a distance of 990 feet to the point of beginning.

Containing 12.02 acres more or less.

Legal Description  
Indian Acres North  
Lawrence County, Illinois

-----

A rectangular plot of land Six Hundred (600) feet East-West by Nine Hundred Ninety (990) feet North-South situated in the County of Lawrence, State of Illinois and being a part of the South-East Quarters (SE $\frac{1}{4}$ ) of Section Six (6), Township Three (3) North, Range Eleven (11) West of the Second Principal Meridian and being more particularly described as follows:

Beginning at a TEXACO Inc. concrete monument located at the intersection of the East and West Center Line of Section Six (6), Township Three (3) North, Range Eleven (11) West of the Second Principal Meridian with the East Corporation line of the City of Lawrenceville, Illinois; thence East along said center line of said Section Six (6), Six Hundred (600) feet to a point for the Northeast corner of the herein described plot; thence South parallel with and Six Hundred (600) feet East, measured perpendicularly from the East corporation line of the City of Lawrenceville, Nine Hundred and Ninety (990) feet to a point for the Southeast corner of said plot; thence West and at right angles to the aforementioned course, Six Hundred (600) feet to a point in the said City of Lawrenceville's East corporation line, for a corner; thence North along said East corporation line Nine Hundred and Ninety (990) feet to the point of beginning.

Excepting from this conveyance, however, and reserving unto the Grantor, all of the oil, gas, coal, uranium and all other minerals of whatsoever nature, whether similar or dissimilar to those specifically named, in, under and that may be produced from the above described land, but waving all right of ingress and egress for the purpose of exploring, developing, mining or drilling for same. This provision is a part of the consideration of this conveyance.

# Exhibit A

**APPENDIX A – AMENDED CONSENT ORDER (92 CH 6 and 97 CH 11)**

**OPERATING BUDGET**

## EXHIBIT A

**AWR LIQUIDATING TRUST**  
**REFINERY, PRESERVATION, ENVIRONMENTAL EXPENSE BUDGET FOR ENVIRONMENTAL OPERATIONAL FUNDS PER PLAN**  
**ORIGINAL ANNUAL ENVIRONMENTAL ACTIVITY BUDGET**

Expense Month (Accrual Basis):	JAN EXP	FEB EXP	MAR EXP	APR EXP	MAY EXP	JUN EXP	JUL EXP	AUG EXP	SEP EXP	OCT EXP	NOV EXP	DEC EXP	TOTAL
<b>BASE PAYROLL EXPENSE:</b>													
Gross Payroll Expense	16,737	16,737	16,737	16,737	16,737	16,737	16,737	16,737	16,737	16,737	16,737	16,737	200,844
Employer Tax Expense	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	14,185
Medical Insurance Allowance	0	0	0	0	0	0	0	0	0	0	0	0	0
Vacation Accrual Payment	18,184	18,184	18,184	18,184	18,184	18,184	18,184	18,184	18,184	18,184	18,184	18,184	214,879
<b>OPERATING/ADMIN EXPENSES:</b>													
Insurance Requirements	0	0	0	0	0	0	0	0	0	0	0	0	0
Plant Property and Equipment	384	384	384	384	384	384	384	384	384	384	384	384	4,608
Workmen's Compensation	100	100	100	100	100	100	100	100	100	100	100	100	1,200
AD&D Insurance	0	0	0	0	0	0	0	0	0	0	0	0	0
Basic Life Insurance Expense	300	300	300	300	300	300	300	300	300	300	300	300	3,600
Administrative/Office Expenses	25	25	25	25	25	25	25	25	25	25	25	25	300
Office & Storage Rental	350	350	350	350	350	350	350	350	350	350	350	350	4,200
Computer & Admin Support	45	45	45	45	45	45	45	45	45	45	45	45	540
Communications & Equipment	25	25	25	25	25	25	25	25	25	25	25	25	300
Office Supplies	25	25	25	25	25	25	25	25	25	25	25	25	300
Office Equipment - Expendable	25	25	25	25	25	25	25	25	25	25	25	25	300
Subscriptions	50	50	50	50	50	50	50	50	50	50	50	50	600
Postage/Express Fees	25	25	25	25	25	25	25	25	25	25	25	25	300
Permit/Filing Fees	75	75	75	75	75	75	75	75	75	75	75	75	900
Travel & Expenses Reimbursement	150	150	150	150	150	150	150	150	150	150	150	150	1,800
Trustee Fees	50	50	50	50	50	50	50	50	50	50	50	50	600
Auto Expenses	150	150	150	150	150	150	150	150	150	150	150	150	1,800
Auto Supplies	50	50	50	50	50	50	50	50	50	50	50	50	600
Auto Fuel	150	150	150	150	150	150	150	150	150	150	150	150	1,800
Auto Insurance	150	150	150	150	150	150	150	150	150	150	150	150	1,800
Auto Repairs	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Operating Expenses	58	58	58	58	58	58	58	58	58	58	58	58	696
Equipment Leases and Rental	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Equipment Repairs and Supplies	25	25	25	25	25	25	25	25	25	25	25	25	300
Equipment - Expendable	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Operating/Maintenance Supplies	75	75	75	75	75	75	75	75	75	75	75	75	900
Utilities & Chemicals	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750	4,750	57,000
Purchased Power	20	20	20	20	20	20	20	20	20	20	20	20	240
Purchased Water	314	314	314	314	314	314	314	314	314	314	314	314	3,768
Other Environmental Expenses	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Lab Services	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Environmental Supplies	63	63	63	63	63	63	63	63	63	63	63	63	756
Equipment - Expendable	75	75	75	75	75	75	75	75	75	75	75	75	900
Permit/Filing Fees	8,635	8,635	8,635	8,635	8,635	8,635	8,635	8,635	8,635	8,635	8,635	8,635	103,620
Training Cost	25,789	25,789	25,789	25,789	25,789	25,789	25,789	25,789	25,789	25,789	25,789	25,789	318,699
<b>TOTAL BUDGET</b>	<b>25,789</b>	<b>25,789</b>	<b>25,789</b>	<b>25,789</b>	<b>25,789</b>	<b>25,789</b>	<b>25,789</b>	<b>25,789</b>	<b>25,789</b>	<b>25,789</b>	<b>25,789</b>	<b>25,789</b>	<b>318,699</b>
<b>Carrollative Balance</b>	<b>25,789</b>	<b>53,598</b>	<b>80,387</b>	<b>107,198</b>	<b>133,986</b>	<b>160,387</b>	<b>186,739</b>	<b>213,111</b>	<b>239,493</b>	<b>265,855</b>	<b>292,227</b>	<b>318,699</b>	

Note:

- (a) Expenses per Budget Category may increase or decrease of the estimated cost on a monthly basis. (Certain Accounts are estimated and may require adjustment to actual expenses. Certain Cost are not paid monthly but paid periodically during the year.)
- (b) The anticipated monthly payments may increase or decrease depending on the actual timing of the required payments, but the total amounts should not reflect more than a 15% change.
- (c) Certain cost may be spent to reduce ongoing fixed expenses. These cost will be offset in the budget category they are reducing.
- (d) Any cost required by the Trust to maintain the facility, at a level required by the Plan for the use of "environmental operation funds", which is not provided for in this budget will be paid from the "environmental operational funds" which will reduce the funds available for future months budget amounts.
- (e) This Budget does not include the IRC Activity requirements or the Trustees Administrative Budget Requirements nor does it include the required Professional cost to maintain the Trust activities.

# Exhibit B

## APPENDIX B – AMENDED CONSENT ORDER (92 CH 6 and 97 CH 11)

### SITE SECURITY MEASURES

#### 1. Refinery Oversight:

The Trust has retained two (2) full-time employees to provide Refinery oversight. The Refinery access will be limited to the times scheduled below, unless prior arrangements are coordinated two weeks in advance.

##### A. Refinery Schedule – Normal hours

Normal Schedule: Monday through Friday 7:00 am to 3:30 pm  
(Two individuals working 8 hour overlapping shifts)

PRP/EPA Activity Schedule: Monday through Friday 6:00 am to 6:00 pm  
(Two individuals working 8 hour overlapping shifts – 2 weeks notice required)

In the event of vacations/sick days, unscheduled closings may occur.

##### B. Scheduled Closings

Holidays provided to Trust employees (Refinery Scheduled Closed):

New Years	Presidents Day
Good Friday	Memorial Day
July 4 <sup>th</sup>	Labor Day
Thanksgiving (Thursday & Friday)	
Christmas (Eve and Christmas Day, or 2 business days following)	

Due to hazardous conditions and safety issues at the Refinery and potential liability for the Trust, no one other than a Trust employee or authorized agent is authorized to provide access to any third party. All access to the facility will be granted to PRP's and other individuals based on the terms of their access agreements and/or company policies and procedures. As determined by the Trust, no contractor or PRP representative will be authorized on the Refinery property unless the appropriate insurance certificates, naming the Trust as an *additional insured*, are provided to the Trust in advance. Pursuant to the Trust's Health and Safety Plan, appropriate log-in and/or authorization forms must be filled out prior to anyone entering the facility. All contractors must enter the Refinery property through "Contractors Gate" and if such gate is to be maintained on a full time basis, such PRP and/or organization making such request will reimburse the Trust for the additional manpower required.

The IEPA onsite coordinators will be provided unlimited access to the Site for emergency and monitoring purposes only, conditioned upon the above stipulations. Such access must be coordinated with the Trust's personnel as much as possible.

**2. Site Security:**

Site security will be maintained to prevent public exposure to surface materials, safety hazards and to protect the equipment remaining at the facility, including, but not limited to, the WWTS.

Due to the limited number of onsite personnel, site security is limited. The Trust maintains a guard building by the main entrance of the Refinery and perimeter fencing around the former operational area of the site. The Trust's personnel will conduct perimeter inspections once at the beginning and ending of each daily shift and visual inspections of the facility while performing their daily maintenance/access activities. The entry gates will not be stationed by personnel on a continuous basis. The only areas not incorporated within the boundaries of the fence line (which was installed to detour unauthorized access to the operational portion of the Refinery), are the areas adjacent to the Rail Road Tracks and Indian Acres, including the old pump house area, the residential lots, the farm land across the river, access on the east side next to the river and the wetlands at the south end of the facility.

Further efforts will be instituted to deter unauthorized access to the facility, but, no assurances that such unauthorized access can be made. Anyone found trespassing on the facility will be turned over to the local authorities for prosecution. The Trust has requested the local authorities increase their perimeter inspections of the facility on a daily basis, especially during the evenings.

## Exhibit C

## **APPENDIX C -- AMENDED CONSENT ORDER (92 CH 6 and 97 CH 11)**

### **SITE MAINTENANCE – PROPERTY**

The Trust will be responsible for the following Site Maintenance activities: (1) monitoring, operating, and maintaining the Wastewater Separator and Treatment Systems (the “WWTS”), electrical power, utility, maintenance and operational activities related thereto, in compliance with the USEPA CWA Order and the IEPA Order; and (2) providing regular site maintenance, such as mowing and weed-eating, as specified below. The maintenance, operation and regulations of the WWTS are addressed in Appendix D hereto.

#### **Maintenance of Property: Mowing and Weed-eating Programs:**

In addition to maintaining the WWTS (Appendix D) and Site Security structures (Appendix B), the Trust will perform certain other limited maintenance programs in an effort to not allow the Refinery to become a public nuisance to the surrounding community and its residence. Other limited maintenance programs will be instituted to help control vegetation which interferes with roads, gates, access to monitoring wells and the WWTS.

The mowing and weed-eating maintenance programs will be performed by the Trust personnel as needed, conditioned on the availability of the personnel and maintenance equipment currently owned by the Trust and the necessary funds in the EOB. If there are any major repairs required to the equipment and/or such activities need to be outsourced to a third-party contractor and such costs are not provided for within the EOB, the Trust will notify the IEPA onsite coordinator of the need of such expenditures.

The following locations will require more frequent mowing and weed-eating because the location is either near a residential area or near a public access location:

- A. C-Pond area
- B. D-Tank Farm
- C. Loading Rack
- D. AWR residential lots around Crackle Street
- E. AWR residential lots around Hickory Street
- F. Tank Farm A along 11<sup>th</sup> Street
- G. Main office area near the street

The following locations will require less frequent mowing and possible weed-eating to allow for ready access in and around work locations on the facility:

- H. EPA sump pump area

- I. EPA interceptor trench
- J. Old IRC monitoring well locations throughout the Refinery
- K. Wastewater treatment plant -- aeration, primary and off test ponds
- L. Separator #7
- M. Separator #8
- N. Area around Tanks 729 and 730
- O. Area around Tank 539 sump

In order to adequately maintain these locations it will be necessary to periodically spray herbicide at specific areas within the majority of the aforementioned locations.

## Exhibit D

## APPENDIX D to AMENDED CONSENT ORDER (92 CH 6 and 97 CH 11)

### MAINTENANCE, OPERATION AND REGULATION OF THE WWTS

#### 1. Waste Water Treatment System: General Overview

The Embarras River is the ultimate receptor of all surface water from the Refinery site. However, the routes by which surface water reaches the river vary greatly across the site and depend on water management practices such as routing and pumping. Runoff from the LTU and several tank farms enter C-Pond, which is subsequently pumped to the WWTS under standard operating procedures (SOP). The runoff, if any, from the LTU will be routed through Tank Farm E to C-Pond, and then pumped to Separator #8. When actively managed pursuant to the SOP, runoff from Tank Farm B -South also is routed to the WWTS.

After treatment at the WWTS, water is discharged through the refinery's NPDES discharge point, which is monitored daily and such materials are sampled through a composite sampler and submitted for lab analysis monthly. The Trust operations only require monthly reporting, therefore, any third party requesting such discharge will be required to pay the additional cost. Discharge materials will be monitored for PH levels daily (depending on activities at the facility, ammonia and phenols will be monitored as required) and lab analysis reviewed monthly. The sampling results as prepared by an independent lab are then compiled by the Trust personnel and submitted to the IEPA in compliance with the NPDES permit requirements. If determined that discharge levels are in violation of NPDES limits, then all discharge materials will be diverted to the off-test ponds until such materials are retreated and conform to the NPDES limits.

There are some surface water bodies which do not enter the WWTS and are not considered components of the WWTS, as defined, therefore, the Trust personnel will not be responsible for monitoring such discharges in accordance with the NPDES permit requirements: Indian Acres, Boilerhouse Slough/Lime Sludge area (SWMU 7) (the "Slough Area"), Raw Water Reservoir, Heliport/Pond Area, and Lime sludge ponds. The Raw Water Reservoir stores Embarras River water and is protected from the runoff water from the other areas of the Refinery. The Lime sludge ponds received water softening sludge from the raw water treatment system when the facility was operational. In an extreme rain event such ponds could overflow into the Slough area. Low-lying areas in SWMU 9 store runoff from SWMUs 11, 12, 9-North, 26, and 29. Depending upon the "open/close" status of a few valves, this water could eventually enter the Boilerhouse Slough. Surface water runoff flows off-site from the SWMU 7 – Slough Area and Heliport/Pond Area without treatment. In addition, water may be discharged from SWMU 19 (C-Pond) during extreme storm events when the C-Pond storage capacity is exceeded.

In addition to surface water runoff, the sewer system collects groundwater and free product released to the subsurface during the years of refinery operation. The separators are used to prevent product, sediment, and oil emulsions from entering the wastewater treatment system.

## **2. Maintenance and Operation of the WWTS:**

### **A. Daily Monitoring of WWTS**

At the beginning and ending of each work day, the Trust personnel will visually assess the condition of the site as a whole to determine if emergency repairs are necessary to any of the operational components, including but not limited to separator/detention pond walls, pumps, aerators, monitoring equipment, tanks, skimmers and mechanisms of the WWTS, including the EPA collection system.

If there are any major repairs required and such cost are not provided for within the monthly EOB in Appendix A or Appendix E, the Trust will notify the IEPA onsite coordinator of the need of such repairs.

### **B. Separators #7 & #8**

In order to ensure compliance with the Trust's NPDES permit and the IEPA Order it is necessary to monitor the Separators daily. Periodically, the Separators must be skimmed of recovered petroleum materials. Ideally, Separator #8 will be skimmed at least twice a week and Separator #7 will be skimmed at least once a week. Such skimming requirements will be increased if rain events create an increased level of material to build up faster. The systems are not designed to automatically skim the surface water for the collected petroleum materials. Therefore, such activities must be manually performed by the Trust personnel. Such skimming will require at least the participation of two people for 5 hours each to skim Separator #8 and 4 hours each to skim Separator #7.

Periodically the removal, pressing, drying, and possible off-site disposal of separator sludge (KO51 waste) may need to be performed. The Trust personnel will notify the IEPA On-site Coordinator of such requirement. Currently, no funds have been allocated for the off-site activities.

### **C. Sewers**

Weekly monitoring of the sewer pockets and drainage areas will be performed to make sure there are no obstacles and/or debris hindering the natural water flow of the WWTS. Following any major rain event, the Trust personnel will review the water flow to determine any corrective actions that must be made to redirect the water flow. The IEPA onsite coordinator will be notified of any corrective actions as needed. Maintenance measures to prevent entry of sediment into sewers, repairs and sediment removal will be performed as needed.

D. C-Pond

Gate valve operation to control inflow/outflow to C-Pond will be performed daily. Maintenance and replacement of pumps, and repairs to any of the equipment configured as part of the C-Pond operation will be performed as needed. The IEPA onsite coordinator will be notified of any corrective actions which need to be made over and above what has been provided for in the EOB or Appendix E.

E. Runoff conveyance system

Daily monitoring of the runoff conveyance systems and drainage areas will be performed to make sure there are no obstacles and/or debris hindering the natural water flow of the WWTS. Following any major rain event, the Trust personnel will review the water flow to determine any corrective actions that must be made to redirect the water flow. Maintenance of gate values, culverts and flow capacity of earthen ditches, and repairs to any of the equipment configured as part of the runoff system will be performed as needed. The IEPA onsite coordinator will be notified of any corrective actions that need to be made over and above what has been provided for in the EOB or Appendix E.

F. Wastewater Treatment Plant

Maintenance and replacement of pumps, pipelines, mixers, transformers, gate values, aerators, flow control system, monitoring and testing equipment, and repairs to any of the equipment configured as part of the Wastewater Treatment Plant operation will be performed as needed. The IEPA onsite coordinator will be notified of any corrective actions that need to be made over and above what has been provided for in the EOB or Appendix E.

G. Tank 572 Interceptor System

On June 23, 1997, the USEPA mobilized and began clean-up and other removal activities at the Release Site, as defined in the CWA Order. Removal cleanup activities conducted by USEPA included removing oil contaminated soils and placing them in one of three (3) on-site bio-cells and installing a 760 foot interceptor trench (18 feet deep into a river sand substrate) with a gravity fed collection sump. The collected oil and water from the interceptor trench is pumped through a buried four-inch PVC pipe to the Refinery-owned and operated WWTS, where the removal related effluent is treated and subsequently discharged into the Embarras River pursuant to the NPDES permit program.

The Release Site covered under the USEPA CWA Order and the draft Work Plan is the wetlands area south of tank 572, and south of tank farm B of Refinery. The Release Site consists of an artificial pond created by the USEPA's excavation of approximately 10,300 cubic yards of oil contaminated soil.

The equipment and collection systems installed by USEPA as part of its Emergency Removal Action includes the below ground interceptor collection trench, the

gravity feed collection sump, and the three bio-response cells. As part of its removal action, USEPA utilized AWR's existing # 8 oil water separator to collect oil/water pumped from the collection sump, and the Tank 539 sump discharge line. This equipment collectively has been defined in the USEPA CWA Order (the "Release Site Equipment" or the "Tank 572 Interceptor System").

The Trust personnel will manage the Tank 572 Interceptor System pursuant to the draft Work Plan submitted by AWR in conjunction with section V.2.1 of the Administrative Order by consent pursuant to Section 311 of the Clean Water Act, 33 U.S.C 1321, as approved by the Bankruptcy Court in the District of Delaware (the "Bankruptcy Court") (the "USEPA CWA Order"). If there are any major repairs required and such costs are not provided for within the EOB or in Appendix E, the Trust will notify the IEPA onsite coordinator of the need of such repairs.

### **3. Regulation of the WWTS:**

A. AWR shall operate the Separator and Treatment Systems and discharge its effluent into the receiving waters of the Embarras River only in the compliance with the provisions of the Act, 415 ILCS 5/1, *et seq.*, Title 35 of the Illinois Administrative Code, Subtitle C and/or Subtitle D, Chapter 1, and the Clean Water Act, as provided in the Administrative Order by consent pursuant to Section 311 of the Clean Water Act, 33 U.S.C 1321, as approved by the Bankruptcy Court in the District of Delaware (the "Bankruptcy Court") (the "USEPA CWA Order").

B. Separator and Treatment Systems ("WWTS") shall mean (1) the API Separators Nos. 7 and 8 and connected collection systems, including all associated pumping, piping, and tankage equipment (including the C Pond Area and associated pumps); (2) the wastewater treatment facility and connected collection, aeration, equalization, settling basin, and oil skimming systems, including all associated pumping, piping and tankage equipment; (3) storm water collection system and associated equipment; and (4) the equipment and collection system installed by the USEPA as part of its Emergency Removal Action which includes the interceptor trench collection system, the collection sump, and the bio-response cells (to the extent such bio-cells are currently being used), including all associated pumping, and other ancillary equipment.

C. AWR shall comply with the effluent limitations, sampling, and reporting requirements contained within ATTACHMENT A hereto when operating the Separator and Treatment System.

D. The Trust shall continue to implement and enforce its Health and Safety Plan to ensure the protection of the public health and safety during performance of onsite work in accordance with the CWA Order.

# ATTACHMENT A

**Table 1**  
**BIO- AREA SAMPLE ANALYTICAL RESULTS AND CLEANUP STANDARDS**  
(Units = parts , or million (ppm))

Sample Location	Date	Parameter						
		TPH	Ben- zene	Ethyl- benzene	Toluene	Xylene	TPH GRO	TPH DRO
Bio-Area 978 Samples								
BIO-978	9/29/97	4,950	ND	ND	ND	ND	ND	900
BA978-1	1/22/98	142	ND	ND	ND	ND	ND	ND
BA978-2	1/22/98	403	ND	ND	ND	ND	ND	ND
BA978-3	1/22/98	612	.25	4.34	.94	27.27	ND	ND
Bio-Area 981 Samples								
BA981-1	1/22/98	390	ND	ND	ND	ND	ND	ND
BA981-2	1/22/98	76.6	ND	ND	ND	ND	ND	ND
BA981-3	1/22/98	186	ND	ND	ND	ND	ND	ND
PCU Bio-Area Samples								
PCU-4	1/22/98	1,010	ND	ND	ND	ND	ND	ND
PCU-5	1/22/98	1,170	ND	ND	ND	ND	ND	ND
PCU-6	1/22/98	817	ND	ND	ND	ND	ND	ND
PCU-7	1/22/98	426	.01	.02	.31	.27	NA	NA
PCU-8	1/22/98	640	.88	17.35	15.76	96.00	NA	NA
Bioremediation Clean Up Standards								
		TBD	0.15	19	30	190		

ND = Not Detected

NA = Not Analyzed

TBD = To Be Determined

The above clean up standards are based upon 35 IAC Part 742, Tiered Approach to Cleanup Objectives (Illinois IEPA TACO), Migration to Groundwater Portion of the Groundwater Ingestion Exposure Route, Class II (groundwater class two). The TPH clean up standard must be based upon the soil attenuation capacity for total organic carbon (TOC) in the soil as detailed in TACO. TOC was not sampled for during the emergency removal action. Within 60 days after the entry of the Order by Consent, AWR shall sample for TOC in the soil, determine the appropriate clean-up standard for TPH using TACO procedures, and notify in writing IEPA and U.S. EPA of the clean-up standard it determines. Such clean-up shall be subject to IEPA and U.S. EPA review and approval.

# Exhibit A

## EFFLUENT LIMITATIONS AND MONITORING

PARAMETER	LOADS - 1 (MITS lbs/day) at (DMP)		CONCENTRATION LIMITS mg/L		SAMPLE FREQUENCY	SAMPLE TYPE
	30 DAY AVERAGE	DAILY MAXIMUM	30 DAY AVERAGE	DAILY MAXIMUM		
1. From the effective date of this order until the termination date, the effluent of the following discharge(s) shall be monitored and limited at all times as follows:						
Outfall: 001						
Flow (MGD)					Daily	Continuous
pH	See Special Condition 1				*	Grab
Fe <sub>2</sub> O <sub>3</sub>			20	40	*	Composite
Total Suspended Solids			25	50	*	Composite
Oil and Grease			15	30	*	Composite**
Benzene				0.05	*	Grab
Ethylbenzene			0.017	0.216	*	Grab
Toluene			0.14	1.75	*	Grab
Xylenes (Total)***		0.11	1.4	*	Grab	
Total BTEX				0.75	*	Calculation****
Acenaphthene			0.082	0.124	*	Grab
Naphthalene			0.068	0.507	*	Grab
Phenanthrene			0.0037	0.046	*	Grab
Phenols			0.3	0.6	*	Composite
PNA's				0.1	*	Calculation****
Chromium (Total)			0.35	2.0	*	Composite
Chromium (hexavalent)			0.011	0.016	*	Grab
Chloride				500	*	Composite
Sulfates				500	*	Composite
Total Dissolved Solids				1000	*	Composite
Ammonia						
April through October				9.6	*	Composite
Nov. through March				17.9	*	Composite
*See Special Condition 1						
**See Special Condition 3						
***The sum of analytical results for ortho, meta and para Xylenes						
****The sum of analytical results for benzene, ethylbenzene, toluene and Xylenes (total)						
*****See Special Condition 3						

## Exhibit A

### SPECIAL CONDITIONS

SPECIAL CONDITION 1: The pH shall be in the range 6.0 to 9.0. The monthly minimum and monthly maximum values shall be reported on the DMR form.

SPECIAL CONDITION 2: AWR shall sample the effluent and analyze said sample for pH, BOD<sub>5</sub>, total suspended solids, oil and grease, benzene, Ethylbenzene, toluene, xylenes (total), total BETX, acenaphthene, naphthalene, phenanthrene, PNA's and total dissolved solids on a monthly basis when demolition water is not being introduced into the waste water treatment facility. Chromium (total), chromium (hexavalent), chloride, phenols, sulfates and ammonia shall not be monitored and limited during time periods when demolition water is not being introduced into the waste water treatment facility.

AWR shall sample the effluent and analyze said sample for pH, BOD<sub>5</sub>, total suspended solids, oil and grease, benzene, ethylbenzene, toluene, xylenes (total), total BETX, acenaphthalene, naphthalene, phenanthrene, phenols, PNA's total dissolved solids, chromium (total), chromium (hexavalent), chloride, sulfates and ammonia on a weekly basis when demolition water is being introduced into the waste water treatment facility. Weekly monitoring shall continue four weeks after demolition water has ceased from being discharged into the waste water treatment facility. AWR shall identify on the Discharge Monitoring Report (DMR) form when demolition water has been accepted and when demolition water has ceased discharge to the waste water treatment facility.

Additionally, any analytical results of samples taken of demolition water performed prior to discharge to the waste water treatment facility shall be submitted with the monthly DMR form.

SPECIAL CONDITION 3: The composites for oil, fats, and greases shall consist of sample aliquots of approximately equal volume, a minimum of 100 milliliters, be collected at regular time intervals over a n eight-hour period (three aliquots total). A single sample formed by combining all the aliquots, and the solvent rise of the container, would then be analyzed. The results of the single analysis is then reported for oil, fats, and grease.

SPECIAL CONDITION 4: AWR shall sum the analytical results for the following polynuclear aromatic hydrocarbons and report the sum for PNA's:

Acenaphthylene	Dibenzo(a,h)anthracene
Anthracene	Fluoranthene
Benzo(a)anthracene	Fluorene
Benzo(a)pyrene	Indeno (1,2,3-cd)pyrene
1,4 Benzofluoranthene	Naphthalene
Benzo(ghi)perylene	Phenanthrene
Benzo(k)fluoranthene	Pyrene
Chrysene	

All non-detect values shall be assigned a value of zero for summation purposes.

## Exhibit A

SPECIAL CONDITION 5: If an applicable effluent standard or limitation is promulgated under Sections 302(b)(2)(C) and (D), 304(b)(2), and 307(a)(2) of the Clean Water Act and that effluent standard or limitation is more stringent than any effluent limitation to this Exhibit or controls a pollutant not limited to this Exhibit, the Agency shall revise or modify this Exhibit in accordance with the more stringent standard or prohibition and shall notify AWR.

SPECIAL CONDITION 6: The use or operation of this facility shall be by or under the supervision of a Certified Class K operator.

SPECIAL CONDITION 7: AWR shall record monitoring results on Discharge Monitoring Report forms using one such form for each discharge each month. The completed Discharge Monitoring Report form shall be submitted monthly to IEPA, no later than the 15th of the following month, unless otherwise specified by the Agency, to the following address:

Illinois Environmental Protection Agency  
Bureau of Water  
Compliance Assurance Section  
1021 North Grand Avenue East  
Post Office Box 19276  
Springfield, Illinois 62794-9276

SPECIAL CONDITION 8: The Agency has determined that the effluent limitations to this Exhibit constitute BAT/BCT for storm water which is treated in the existing treatment facilities, and no pollution prevention plan will be required for such storm water. In addition to the chemical specific monitoring required elsewhere in this Exhibit, AWR shall conduct an annual inspection of the facility site to identify areas contributing to a storm water discharge associated with industrial activity, and determine whether any facility modifications have occurred which result in previously-treated storm water discharges no longer receiving treatment. If any such discharges are identified AWR shall request modification of this Exhibit within 30 days after the inspection. Records of the annual inspection shall be retained by AWR for the term of this Exhibit and be made available to the Agency on request.

SPECIAL CONDITION 9: Flow shall be reported as a monthly average and daily maximum value on the DMR form in units of Million Gallons per Day (MGD).

# Exhibit E

## **APPENDIX E – AMENDED CONSENT ORDER (92 CH 6 and 97 CH 11)**

### **SITE UPGRADES AND REPAIRS**

The Trust shall utilize funds from the EOB/Operations Budget (Appendix A) to perform the following upgrades and repairs to the WWTS, equipment, security and other facilities at the Site during the fiscal years 2007-08:

1. Upgrade and repair of interceptor trench pump housing: est. cost - \$40,073.00;
2. Repairs to the wastewater off-test facilities: est. cost - \$4,368
3. Replacement of the wastewater lagoon boom: est. cost - \$5,990
4. Replacement of the C-pond inlet: est. cost - \$5,928
5. Repair vacuum truck: est. cost - \$9,634
6. Upgrade and repair aerators on the WWTS – est. cost: \$60,000
7. Purchase WWTS backup pump – est. cost: \$10,000
8. Replace Electrical Boxes for WWTS – est. cost: \$3,500
9. Repair steel seams of WWTS – est. cost: \$5,000
10. Purchase new fencing to provide security – est. cost: \$10,000
11. Purchase of used trucks – est. cost \$10-15,000
12. Purchase new separator to replace Separator No. 8 – est. cost: \$15,000
13. Repair leaky roof in guard building at main entrance – est. cost: \$3-5,000

Further upgrades and repairs of the Trust's WWTS, equipment and facilities may be determined by the Trust and the IEPA during the course of the work set forth above. In the event that additional upgrades and repairs are identified, the IEPA and Trust shall draft a modified or revised Appendix E.