

Southern Star Central Gas Pipeline, Inc.  
North Ulysses Compressor Station

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION VII  
901 N. 5<sup>th</sup> STREET  
KANSAS CITY, KANSAS 66101

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ENVIRONMENTAL PROTECTION  
AGENCY-REGION VII  
REGIONAL HEARING CLERK

In the Matter of: )  
)  
North Ulysses Compressor Station )  
in Kearny County, Kansas )  
)  
Southern Star Central Gas )  
Pipeline, Inc. )  
)  
Respondent )  
)  
Proceedings under Section )  
106(a) of the Comprehensive )  
Environmental Response, )  
Compensation, and Liability )  
Act of 1980 (42 U.S.C. § 9606(a)). )  
\_\_\_\_\_ )

Docket No. CERCLA-07-2006-0143

ADMINISTRATIVE ORDER ON CONSENT

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1      PRELIMINARY STATEMENT

1.1      This Administrative Order on Consent is issued to Southern Star Central Gas Pipeline, Inc. (hereinafter "Southern Star" or "Respondent") pursuant to the authority vested in the President of the United States by Section 106(a) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended by the Superfund Amendments and Reauthorization Act, 42 U.S.C. §§ 9606(a). The authority to issue such orders pursuant to Section 106(a) of CERCLA was delegated to the Administrator of the United States Environmental Protection Agency (EPA) by Executive Order 12580, 57 Federal Register 2,923, dated January 23, 1987, and was further delegated to the Regional Administrators by EPA Delegation Nos. 14-14-A, dated April 16, 1984, and 14-14-C, dated September 13, 1987. This authority was subsequently re-delegated to the Director, Superfund Division, by EPA Delegation No. R7-14-14C, dated January 1, 1995.

1.2      By signing this Order, the Respondent admits the jurisdiction of the EPA regarding issuance of this Order, agrees to undertake all actions required by the terms and conditions of this Order and consents to be bound by the requirements set forth herein. Respondent neither admits nor denies the specific factual allegations nor the conclusions set out in the Findings of Fact and Conclusions of Law below.

2 STATEMENT OF PURPOSE

2.1 This Order requires Respondent to conduct a removal action at the North Ulysses Compressor Station, which was previously owned and operated by Southern Star, including developing and implementing a Work Plan meeting the requirements of this Order. This Order also requires Respondent to verify the results of the Work Plan activities by appropriate sampling. The Parties agree that this Order addresses only the specified removal actions and verification sampling at the North Ulysses Compressor Station and that EPA may determine that additional response action is necessary at this station.

3 PARTIES BOUND

3.1 This Order shall apply to and be binding upon Respondent, its agents, successors, and assigns and upon all persons, contractors, and consultants acting under or for the Respondent. Respondent shall provide a copy of this Order to all contractors, subcontractors, laboratories and consultants retained to conduct any portion of the work performed pursuant to this Order prior to the date such work is initiated.

3.2 No change in ownership or corporate status of Respondent or ownership of the North Ulysses Compressor Station shall in any way, except as expressly specified herein, alter Respondent's responsibility to conduct the removal action agreed to under this Consent Order.

4 FINDINGS OF FACT

4.1 Southern Star Central Gas Pipeline, Inc. (hereinafter "Southern Star" or "Respondent") is a corporation which is incorporated in the State of Delaware and authorized to do business in the State of Kansas.

4.2 At times relevant to this proceeding, Southern Star, or its predecessor, owned and operated a main line natural gas compressor station located near Ulysses, Kansas in Kearny County. For convenience in this Order, this compressor station will be referred to as the North Ulysses Compressor Station. Southern Star no longer owns or operates the North Ulysses Compressor Station, which is currently owned by WGP-KHC, LLC, a Delaware limited liability company ("FrontStreet").

4.3 The North Ulysses Compressor Station is located approximately seven miles west and fifteen miles north of Ulysses, Kansas. The facility is on 20 acres located in the NE/4 of Section 16, Township 26 South, Range 38 West in Kearny County, Kansas. Area topography is low-relief prairie terrain. Neighboring properties are primarily used for agricultural purposes; the site has no naturally-occurring surface water (lakes, ponds, streams, etc). A drainage pathway is present on the eastern side of the property. The North Ulysses Compressor Station was placed in service in 1958 and remains in service.

4.4 Main line compressor stations, such as the North Ulysses Compressor Station, use large horsepower compressors to move large volumes of natural gas through the transmission lines to Southern Star's customers or other pipeline transmission or distribution firms. These compressors are started with compressed air, which is generated by an air compressor and stored prior to use in pressurized air receiver tanks. The compressed air system is not directly connected to the natural gas system.

4.5 Lubricants containing polychlorinated biphenyls (PCBs) may have been used at the North Ulysses Compressor Station facility in the air compressor system. Polychlorinated biphenyls are defined in 40 C.F.R. § 761.3 as any chemical substance that is limited to the biphenyl molecule that has been chlorinated to varying degrees or any combination of substances which contain such substance.

4.6 Air compressors housed in the Auxiliary Building contained the PCB lubricant. After the air was compressed it was dried in an air dryer and passed through air lines to the air receiver storage tanks. Due to changes in temperature and pressure, condensate accumulated in the air dryer and air receiver storage tanks. PCB-containing liquids were subsequently discharged to an Drainage Area through the drain line.

4.7 Over time, PCB-contaminated lubricants may have migrated from the air compressor units to the air dryers and air receiver

tanks, where it could be released as PCB-contaminated condensates. In 1991 D&M conducted a site assessment at the facility under an Administrative Order on Consent issued by the Environmental Protection Agency (EPA) Region VII, Docket Number VII-91-F-0008. Samples of liquid, oil, and soil were collected a variety of locations including the impoundment, from the former burn pit, beneath the air receiver discharge point, and from the pipe chase beneath the air compressors. Samples were analyzed for metals, volatile organic compounds (VOC), semivolatile organic compounds (SVOC), and polychlorinated biphenyls (PCB).

4.8 Analytical results indicated that PCBs were present in sediment collected from the impoundment at levels up to 690 ppm, in soil collected from the burn pit at levels up to 120 ppm, in sediment collected from the pipe chase beneath the air compressors at levels up to 249 ppm, and in soil beneath the air receiver discharge point up to 72 ppm. SVOCs were detected above the action levels in one soil sample collected from beneath the drain line to the impoundment. Arsenic was detected at 83 ppm in the soil of the burn pit at a depth of 73" to 78". No VOCs exceeding the D&M comparative regulatory criteria were detected.

4.9 In June and July 1993 Burlington Environmental decontaminated 2,985 linear feet of 4-inch diameter (or less) steel pipe and other parts of the compressed air system (including four air receivers, one air dryer, and one volume bottle) to less than

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100 ug/100 cm<sup>2</sup> PCB. Burlington Environmental also collected concrete samples. These activities are documented in Burlington Environmental's "Report On PCB Decontamination Of Compressed Air Line Systems At Williams Natural Gas - North Ulysses Station".

4.10 In December 1994 (report dated 1995) SECOR International Inc. (SECOR) conducted concrete decontamination and sampling activities at the North Ulysses compressor station. Approximately 600 square feet of concrete floors, pipe chase, and one sump were chemically decontaminated. Wipe sampling confirmed that PCB concentrations had been reduced to less than 10 ug/100 ug/100 cm<sup>2</sup>. Additionally, sludges and sediments that had contained metals and PCBs were removed from the pipe chase beneath the air compressors.

4.11 Terracon was authorized to perform an investigation involving the collection of soil samples, with subsequent analysis for PCB and SVOC, from three areas at the North Ulysses Compressor Station. The three areas were the impoundment, the air receiver area, and the former burn pit. Screening activities in September 2001 (consisting of sample collection and laboratory analysis) were followed by November 2001 and February 2002 assessment activities. Of the 394 samples submitted to Test America for laboratory analysis, 301 were analyzed for PCB; 114 of those 301 samples were also analyzed for SVOC. PCB concentrations exceeding 10 ppm were detected as follows: 46 samples collected from the impoundment (maximum 255.70 ppm in sample NUL-I-10A); 21 samples collected from

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the air receiver area (maximum 343.00 ppm in sample NUL-AR-20A); and, seven samples collected from the former burn pit area (maximum 53.00 ppm).

4.12 PCBs may have migrated via an underground drain line into the Drainage Area. Migration into this area may continue unless some response action is taken.

4.13 PCBs are toxic chemicals which are extremely stable and persistent in the environment. The EPA uses a weight-of-evidence system to convey how likely a chemical is to be a human carcinogen. EPA has classified PCBs as probable human carcinogens (Group B2).

4.14 Potential routes of exposure for PCBs include inhalation of contaminated dust or volatilized contaminants, direct contact with and ingestion of contaminated dust, direct contact with and ingestion of contaminated soils, and ingestion of fruits, vegetables or animals contaminated by exposure to contaminated soil.

4.15 PCBs have been designated as hazardous substances pursuant to Section 311(b)(2)(A) of the Federal Water Pollution Control Act, 33 U.S.C. § 1321(b)(2)(A), and have been listed as a toxic pollutant pursuant to Section 307(a) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(a).

## 5 CONCLUSIONS OF LAW

5.1 Respondent is a person as defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

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5.2 PCBs are hazardous substances as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

5.3 PCBs have been released into the environment at the North Ulysses Compressor Station as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22), and PCBs may be threatened to be released.

5.4 The North Ulysses Compressor Station is a facility as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

5.5 Respondent owned and operated the North Ulysses Compressor Station at the time hazardous substances were disposed of on the facility and is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

## 6 DETERMINATIONS

6.1 Based upon the foregoing findings of fact and conclusions of law, the Director, Superfund Division, EPA Region VII, has determined that:

6.1.1 EPA is authorized to act pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, to respond to the release or threat of release of the hazardous substances;

6.1.2 The release and threatened release of hazardous substances at the North Ulysses Compressor Station may present an imminent and substantial endangerment to the public health or welfare or the environment; and

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6.1.3 The actions required by this Consent Order are necessary response actions and are consistent with CERCLA and the National Contingency Plan.

#### 7 ORDER ON CONSENT

7.1 It is hereby agreed by the Parties that Respondent shall perform the tasks and submit deliverables with respect to the North Ulysses Compressor Station to be set forth in the Work Plan document identified in paragraph 7.2, below, entitled "Work Plan, North Ulysses Compressor Station, Southern Star Central Gas Pipeline, Inc., Kearny County, Kansas" (Work Plan), and as the Work Plan may be modified pursuant to Article 29, Modification, in accordance with the schedule and requirements set forth therein. All such work shall be conducted in accordance with CERCLA, the NCP, and EPA guidance including, but not limited to, the Office of Solid Waste and Emergency Response (OSWER) Directive No. 9355.4-01 "Guidance on Remedial Actions for Superfund Sites with PCB Contamination." For the purposes of this Order, day means calendar day unless otherwise noted in the Order and the word approved means (i) approved by EPA Region VII or (ii) agreed to under the Work Plan.

7.2 Within forty-five (45) days of the effective date of this Order, Respondent shall submit to EPA for review and approval a detailed Work Plan, with a schedule, for the following areas:

7.2.1 Impoundment Area-- The primary objective for clean up of the Drainage Area is to excavate all soil that exceeds 10 ppm PCB. Previous sampling has defined the excavation boundaries. Confirmatory samples will not be collected during excavation activities, as analytical data of the 2002 sampling will be used to define excavation and clean-up objectives. Excavation will be considered complete when excavation of grids containing sample points with PCB concentrations equal to or exceeding 10 mg/kg have been removed. The Work Plan shall include plans for (1) identification of locations of potential PCB migration out of any drain lines, such as drain line defects, points of ingress and egress, etc., (2) addressing PCB concentrations above 1 ppm at depths greater than 20 feet at such locations, and (3) verification sampling of soils beneath these locations. In the event that any PCB contaminated soils are located at such points, such soils shall be excavated to a maximum of 10 ppm PCBs and disposed of in accordance with the Work Plan. Any soil left in place which is greater than 1 ppm PCB but less than or equal to 10 ppm PCB shall be covered with a cap meeting the requirements of 40 C.F.R. § 761.61 (a)(7) and (a)(8).

7.2.2 Drain Line From The Air Receivers To The Drainage Area-- Approximately 500 feet of drain line is associated with discharge to the Impoundment Area. If the auxiliary air lines, running from the auxiliary area to the Drainage Area, have PCB

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concentrations greater than 100 ug/100 cm<sup>2</sup>, Southern Star will dispose of the piping. The drain line will be inspected for defects or holes to determine if PCB may have migrated into the surrounding soil. Soil samples will be collected and submitted for laboratory analysis at any suspected PCB release area. In the event that any PCB-contaminated soils are located at such points, the soil shall be excavated to a maximum of 10 ppm PCB. In the event that additional drain lines are discovered during these activities they will be wipe sampled for PCB. In the event that PCB concentrations in the drain line(s) exceed 100 ug/100 cm<sup>2</sup>, the drain line will be removed until two consecutive wipe samples contain PCB concentrations less than 100 ug/100 cm<sup>2</sup>. The Work Plan shall also include plans for (1) identification of locations of potential PCB migration out of the drain line, such as drain line defects, points of ingress and egress, etc., (2) addressing PCB concentrations above 10 ppm at depths greater than 20 feet at such locations, and (3) verification sampling of soils beneath these locations. In the event that any PCB contaminated soils are located at such points, such soils shall be excavated to a maximum of 10 ppm PCBs and disposed of in accordance with the Work Plan. Any soil left in place which is greater than 1 ppm PCB but less than or equal to 10 ppm PCB shall be covered with a cap meeting the requirements of 40 C.F.R. § 761.61 (a)(7) and (a)(8).

7.2.3 Air Receiver Area-- The objective for clean up of the Air Receiver Area is to excavate all soil that exceeds 10 mg/kg PCBs. Previous sampling has defined the excavation boundaries. Confirmatory samples will not be collected during excavation activities, as data from previous sampling will be used to define excavation boundaries. Excavation will be considered complete when excavation of grids containing sample points with PCB concentrations equal to or exceeding 10 mg/kg have been removed. The Work Plan shall include plans for (1) identification of locations of potential PCB migration out of any drain lines, such as drain line defects, points of ingress and egress, etc., (2) addressing PCB concentrations above 10 ppm at depths greater than 20 feet at such locations, and (3) verification sampling of soils beneath these locations. In the event that any PCB contaminated soils are located at such points, such soils shall be excavated to a maximum of 10 ppm PCBs and disposed of in accordance with the Work Plan. Any soil left in place which is greater than 1 ppm PCB but less than or equal to 10 ppm PCB shall be covered with a cap meeting the requirements of 40 C.F.R. § 761.61 (a)(7) and (a)(8).

7.2.4 Burn Pit Area-- The objective for clean up of the Northern Area is to excavate all soil that exceeds 10 mg/kg PCBs. Previous sampling has defined the excavation boundaries. Confirmatory samples will not be collected during excavation activities, as data from previous sampling will be used to define

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excavation boundaries. Excavation will be considered complete when excavation of grids containing sample points with PCB concentrations equal to or exceeding 10 mg/kg have been removed. The Work Plan shall include plans for (1) identification of locations of potential PCB migration out of any drain lines, such as drain line defects, points of ingress and egress, etc., (2) addressing PCB concentrations above 10 ppm at depths greater than 20 feet at such locations, and (3) verification sampling of soils beneath these locations. In the event that any PCB contaminated soils are located at such points, such soils shall be excavated to a maximum of 10 ppm PCBs and disposed of in accordance with the Work Plan. Any soil left in place which is greater than 1 ppm PCB but less than or equal to 10 ppm PCB shall be covered with a cap meeting the requirements of 40 C.F.R. § 761.61 (a)(7) and (a)(8).

7.2.5 Off-Site Disposal-- All materials removed from the North Ulysses Compressor Station shall be disposed of or treated at a facility approved by the On-Scene Coordinator and in accordance with the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. § 9601 et seq., as amended, the EPA Off-Site Rule, and all other applicable Federal, State, and local requirements. The proposed methods of disposal shall be set forth in the Work Plan.

7.3 Within forty-five (45) days of the date EPA approves the Work Plan, Respondent shall submit to EPA for review and approval the following documents:

7.3.1 Quality Assurance/Quality Control Plan-- Within 45 days of the Effective Date of this Order, and before any sampling related to Work under this Consent Order commences, Respondents shall submit to EPA for review and comment a Quality Assurance Project Plan ("QAPP") which will describe all sampling and analysis procedures to be followed to document the type and quality of data needed to satisfy the requirements of this Order and to provide a blueprint for collecting and assessing those data which are to be collected to meet the requirements of this Order. The QAPP shall comply with the requirements of the documents, as appropriate, for QA/QC and sampling: "EPA Requirements for Quality Assurance Project Plans (QA/R5)" (EPA/240/B-01/003, March 2001) "Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/600/R-98/018, February 1998), "Quality Assurance/Quality Control Guidance for Removal Activities: Sampling QA/QC Plan and Data Validation Procedures," OSWER Directive Number 9360.4-01; "Environmental Response Team Standard Operating Procedures," OSWER Directive Numbers 9360.4-02 through 9360.4-08, and subsequent amendments to such guidelines upon notification by EPA to Respondents of such amendment. Amended guidelines shall apply only to procedures conducted after such notification. If relevant to the proceeding, the Parties agree

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that validated sampling data generated in accordance with the QAPP(s) and reviewed and approved by EPA shall be admissible as evidence, without objection, in any proceeding relating to this Order.

7.3.2 Health and Safety Plan-- The Health and Safety Plan shall be consistent with 40 C.F.R. § 300.150 for the protection of workers at the response site. The Health and Safety Plan shall be submitted for review and comment purposes only.

7.4 All work performed under this Consent Order shall be performed under the supervision and direction of a qualified hazardous waste professional with expertise and experience in hazardous waste site response actions. This person may be either an employee of Southern Star or a contractor retained by Southern Star for this work. At least thirty (30) calendar days prior to the commencement of applicable portions of the work, Respondent shall notify EPA in writing of the names and qualifications of the contractors, subcontractors, consultants and laboratories, including the names, titles, and professional qualifications of key individuals for the main contractor, to be used in carrying out such work. The qualifications of these contractors, subcontractors, consultants, and laboratories, including key individuals for the main contractor, undertaking the work for Respondent shall be subject to EPA's review, for verification that such persons meet minimum technical background and experience

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requirements. If EPA disapproves in writing of any person's technical qualifications, Respondent shall notify EPA of the identity and qualifications of the replacement(s) within 10 calendar days of its receipt of the written notice. If EPA subsequently disapproves of the replacement(s), EPA reserves the right to terminate this Order, to conduct the removal action and to seek reimbursement for costs and penalties from Respondent. During the course of the removal action, Respondent shall notify EPA in writing of any changes or additions of these contractors, subcontractors, consultants, and laboratories, including key individuals for the main contractor, used to carry out such work and shall provide the same types of information for the new or additional persons as specified above for the original persons. EPA shall have the same right to approve changes and additions to personnel as it has hereunder regarding the initial notification.

7.5 Upon approval of the Work Plan and QA/QC Plan by EPA, Respondent shall complete all actions in the Work Plan and QA/QC Plan in accordance with the requirements and schedule set forth in the approved Work Plan and QA/QC Plan.

7.6 Within one hundred twenty (120) calendar days of completion of all field work called for in the Work Plan, Respondent shall submit to EPA for review and approval in accordance with paragraph 14.1 a report describing the work that

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was done and presenting the data and information obtained ("Removal Action Report").

## 8 PUBLIC NOTICE AND PUBLIC PARTICIPATION

8.1 In accordance with the requirements of the National Oil and Hazardous Substances Contingency Plan (NCP), 40 C.F.R. Part 300, EPA intends to publish a notice of availability of the administrative record file for review and a description of the removal action selected for this site. EPA further intends to provide not less than 30 calendar days for submission by the public of oral and written comments on the removal action. EPA reserves the right either to request Southern Star to amend the Work Plan or to direct it to cease work under this Consent Order based upon comments received from the public.

## 9 ENDANGERMENT AND EMERGENCY RESPONSE

9.1 In the event of any action or occurrence during the performance of this work which causes or threatens to cause a release of a hazardous substance or which may present an immediate threat to public health or welfare or the environment, Respondent shall immediately take all appropriate action to prevent, abate, or minimize the threat, and shall immediately notify EPA's contact designated pursuant to paragraph 17.1, as may be changed pursuant to paragraph 17.3, or if EPA's designated contact is not available, Respondent shall notify the EPA Emergency Planning and Response Branch, Region VII. Respondent shall take such action in

consultation with EPA's designated contact and in accordance with all applicable provisions of this Order, including but not limited to the Health and Safety Plan and the Work Plan. In the event that Respondent fails to take appropriate response action as required by this Article, and EPA takes that action instead, Respondent shall reimburse EPA for all costs of the response action not inconsistent with the NCP. Respondent shall pay the response costs in the manner described in Article 22 of this Order, within thirty (30) days of Respondent's receipt of demand for payment of the costs incurred.

9.2 Nothing in the preceding paragraph shall be deemed to limit any authority of the United States to take, direct, or order all appropriate action to protect human health and the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances on, at, or from the Site.

## 10 ADDITIONAL WORK

10.1 During the course of these Work Plan activities, EPA may determine that sampling, analysis, reporting or other tasks in addition to those specifically set forth in this Order or the Work Plan are necessary to satisfy the purposes of this Order. If EPA so determines, it will advise Respondent, in writing, of the nature of the additional tasks and the basis for EPA's determination that such additional work is necessary. Within ten (10) calendar days of receiving such notice from EPA Respondent shall advise EPA, in

writing, whether it will conduct the additional work. If Respondent agrees to conduct such additional work, within thirty (30) calendar days of receipt of EPA's notice it shall submit to EPA a revised work plan covering the additional work. Respondent shall undertake, perform and complete all agreed upon additional tasks, including providing such documents and reports as are agreed upon by the Parties. The additional work shall be completed by Respondent in accordance with the standards, specifications and schedules determined or approved by EPA.

## 11 REPORTING

11.1 Throughout the course of these activities, Respondent shall submit to EPA monthly progress reports. These reports shall include, at a minimum, the following:

11.1.1 A description of the actions completed during the reporting period towards compliance with this Order;

11.1.2 A description of all actions scheduled for completion during the reporting period which were not completed along with a statement indicating why such actions were not completed and an anticipated completion date;

11.1.3 Either copies of all data and sampling and test results and all other laboratory deliverables received by Respondent during the reporting period or a summary of all data received during the reporting period which has been subjected to the approved quality assurance and quality control procedures. If

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Respondent provides a data summary, it agrees to provide all data and sampling and test results and quality assurance and quality control documentation to EPA upon request; and

11.1.4 A description of the actions which are scheduled for completion during the following reporting period.

These reports shall be due on or before the fifteenth day of the month following the month for which the report is submitted.

11.2 The Parties may agree to extend the reporting period beyond one month by the written agreement of each party's designated contact identified pursuant to Article 17. Furthermore, monthly reports are not required for any month in which field work pursuant to this Consent Order has not been conducted by Respondent.

## 12 MONITORING AND QUALITY ASSURANCE

12.1 All final verification samples analyzed pursuant to this Order shall be analyzed by a laboratory which participates in a quality assurance/quality control program equivalent to that specified in the documents entitled "USEPA Contract Laboratory Program Statement of Work for Organic Analysis" (OLM01) and "USEPA Contract Laboratory Program Statement of Work for Inorganic Analysis" (ILM01) (hereinafter "Contract Lab Statements of Work").

12.2 All final verification sample collection and analysis shall be performed in compliance with EPA-approved methods,

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including timing of analysis, documentation of sample collection, handling and analysis, as described in the following documents:

12.2.1 "NEIC Manual for Groundwater/Subsurface Investigations at Hazardous Waste Sites", Document No. EPA/330/9-81-002; and

12.2.2 Contract Lab Statements of Work.

12.3 Laboratory deliverables for all final verification analytical work performed pursuant to this Order, as specified in the Contract Lab Statement of Work, shall be submitted to EPA in accordance with the schedules set forth herein. Any deviations from the procedures and methods set forth in these documents must be approved in writing by EPA prior to use.

12.4 Respondent shall use the quality assurance, quality control, and chain of custody procedures specified in the Quality Assurance Project Plan as approved by EPA for all sample collection and analysis performed pursuant to this Order.

12.5 All laboratories analyzing samples pursuant to this Order shall perform, at Respondent's expense, analyses of samples provided by EPA to demonstrate the quality of each such laboratory's analytical data as provided in the Work Plan.

12.6 Respondent shall ensure that EPA representatives are allowed access, for auditing purposes, to all laboratories and personnel utilized by Respondent for sample collection and analysis and other Work Plan activities.

13 FORCE MAJEURE

13.1 Respondent shall perform the requirements of this Consent Order within the time limits set forth herein, unless the performance is prevented or delayed by events which constitute a force majeure. A force majeure is defined as any event arising from causes not foreseeable and beyond the control of Respondent, including its consultants and contractors, which could not be overcome by due diligence and which delays or prevents performance by a date required by this Consent Order. Such events do not include unanticipated or increased costs of performance or changed economic circumstances.

13.2 Respondent shall notify EPA in writing ten (10) days after it becomes aware of events which Respondent knows or should know constitute a force majeure. Such notice shall include an estimate of the anticipated length of delay, including necessary demobilization and remobilization, a description of the cause of the delay and the measures taken or to be taken to minimize the delay, and an estimated timetable for implementation of these measures. Respondent shall adopt all reasonable measures to avoid and minimize the delay. Failure to comply with the notice provision of this Article shall constitute a waiver of Respondent's right to assert a force majeure.

13.3 If EPA determines that the delay has been or will be caused by a force majeure, the time for performance for that

element of work, and other tasks the completion of which is dependent upon that element of work, shall be extended, upon EPA approval, for a period equal to the delay resulting from such circumstances. All such modifications of the schedule caused by a force majeure shall be made in writing, and signed by representatives of both parties. The schedule for those tasks which are not altered by these modifications remains unchanged unless altered in accordance with Article 29. In the event EPA and Respondent cannot agree that any delay or failure has been or will be caused by a force majeure, or if there is no agreement on the length of the extension, this dispute shall be resolved in accordance with the Dispute Resolution provisions of Article 15 of this Consent Order.

#### 14 DOCUMENT REVIEW AND APPROVAL

14.1 The following procedure will apply to the review and approval of all documents submitted to EPA for review and approval pursuant to the requirements of this Consent Order. EPA will review each such document and promptly notify Respondent, in writing, as to its approval or disapproval thereof. In the event EPA does not approve any such document, it will provide a written statement as to the basis of the disapproval, including a reference to the requirements of this Consent Order and the Work Plan which were not met. Respondent may, if it wishes to do so, request a meeting with EPA to discuss such comments before they become final.

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Within 30 business days of receipt of the EPA comments, or such longer time period as agreed to by the Parties, Respondent shall either amend the report in accordance with those comments or as otherwise agreed upon by EPA, and shall submit the amended report to EPA, or initiate dispute resolution pursuant to Article 15 of this Consent Order. EPA will make the final determination as to whether the document submitted by Respondent is in compliance with the requirements of this Consent Order. At that time when EPA determines that the report is in compliance with the requirements of this Consent Order, EPA will transmit to Respondent a written statement to that effect.

#### 15 DISPUTE RESOLUTION

15.1 If Respondent disagrees, in whole or in part, with any decision or directive made by EPA pursuant to this Consent Order, Respondent shall notify EPA in writing of its objections and the basis therefor within ten (10) business days of receipt of EPA's decision or directive or such other time period as specifically set forth in this Consent Order or as agreed to by the Parties. This notice shall set forth the specific points of the dispute, the position Respondent is maintaining should be adopted as consistent with the requirements of this Consent Order, the factual and legal bases for Respondent's position, and all matters it considers necessary for EPA's determination. EPA and Respondent shall then have an additional fourteen (14) calendar days from EPA's receipt

Southern Star Central Gas Pipeline, Inc.  
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of Respondent's objections to attempt to resolve the dispute. If agreement is reached, the resolution shall be reduced to writing, signed by representatives of each party and incorporated into this Consent Order. If the parties are unable to reach agreement within this 14-day period, EPA will promptly provide a written statement of its decision to Respondent, which shall be incorporated into this Consent Order. Respondent's participation in this dispute resolution process shall not constitute a waiver under paragraph 21.10 of its right to challenge or object to the decision in an action taken by EPA resulting from or based upon the decision made by EPA under these procedures other than one reached by mutual agreement of the parties.

15.2 If the pendency of a dispute as defined herein and its resolution cause a delay that prevents Respondent from meeting a deadline set forth in, or established pursuant to, this Order, that deadline shall be extended as necessary; provided, however, that any such deadline shall not be extended if EPA finds that the dispute was not in good faith or otherwise lacks a reasonable basis on the part of Respondent. For purposes of this paragraph, the dispute shall be considered resolved when an agreement by the parties has been reduced to writing and signed by both Parties, or, if the Parties are unable to reach an agreement, when EPA has provided a written statement of its decision to Respondent.

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15.3 Notwithstanding any other provisions of this Consent Order, no action or decision by EPA, including without limitation decisions of the Regional Administrator of EPA Region VII, or his designee, pursuant to this Consent Order shall constitute final agency action giving rise to any rights to judicial review prior to EPA's initiation of judicial action to compel Respondent's compliance with the requirements of this Consent Order.

#### 16 CONFIDENTIAL BUSINESS INFORMATION

16.1 Respondent may assert a business confidentiality claim covering all or part of the information submitted pursuant to this Order. The information covered by such a claim will be disclosed by EPA only to the extent and by the procedures specified in 40 C.F.R. Part 2, Subpart B. Such a claim may be made by placing on or attaching to the information, at the time it is submitted to EPA, a cover sheet, stamped or typed legend or other suitable form of notice employing language such as "trade secret", "proprietary", or "company confidential". Allegedly confidential portions of otherwise non-confidential documents should be clearly identified and may be submitted separately to facilitate identification and handling by EPA. If confidential treatment is sought only until a certain date or occurrence of a certain event, the notice should so state. If no such claim accompanies the information when it is received by EPA, it may be made available to the public without further notice to Respondent.

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17 NOTIFICATION

17.1 All verbal notices and written documents, including, but not limited to written notices, reports, plans, and schedules, requested or required to be submitted to EPA pursuant to this Order shall be directed to:

David P. Williams  
Superfund Division  
U. S. Environmental Protection  
Agency, Region VII  
901 N. 5<sup>th</sup> Street  
Kansas City, Kansas 66101  
Telephone (913) 551-7625  
Fax (913) 551-7948

17.2 All verbal notices and written communications provided to be made to Respondent under this Order shall be directed to:

Southern Star Central Gas Pipeline, Inc.  
3800 Fredrica St  
Owensboro, Kentucky  
Attention: Mr. Mark Sullivan  
Environmental Specialist  
Telephone number (913) 310-7625  
Fax number (913) 310-7630

17.3 Either EPA or Respondent may change its designated contact by providing written notice of the new contact, and any change in mailing address, telephone or fax number, to the other party.

18 ACCESS

18.1 Except as provided in paragraph 18.3, with respect to property not owned or controlled by Respondent, Respondent shall provide access to EPA to all property upon which any Work Plan

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activities are being conducted or have been conducted pursuant to this Order such that EPA and its authorized representatives are able to enter and move freely about such property at all reasonable times for the following purposes:

18.1.1 Inspecting and copying records, files, photographs, operating logs, contracts and other documents relating to this response action;

18.1.2 Reviewing the status of activities being conducted pursuant to this Order;

18.1.3 Collecting such samples or conducting such tests to monitor compliance with the terms of this Order or to protect the public health, welfare, or the environment;

18.1.4 Using sound, optical or other types of recording equipment to record activities which have been or are being conducted pursuant to this Order; and

18.1.5 Verifying data and other information submitted by Respondent pursuant to this Order.

18.2 Under this Order, providing access to EPA means providing access to employees of EPA and other duly authorized representatives of the EPA.

18.3 To the extent that work required by this Consent Order must be done on property not owned or controlled by Respondent, Respondent shall use its best efforts to obtain site access agreements from the present owners of such property within thirty

(30) calendar days of EPA's approval of the Work Plan. As used in this paragraph, best efforts shall include, at a minimum, the following:

18.3.1 Sending a certified letter from Respondent to the present owners of the property, if such can be located, requesting access agreements to permit Respondent and EPA, including its authorized representatives, access to the property to conduct the activities required under this Consent Order;

18.3.2 Agreeing, upon request, to provide splits or duplicates of all samples collected on the property;

18.3.3 Agreeing, upon request, to provide results of all analyses of samples collected on the property; and

18.3.4 Agreeing, upon request, to provide compensation, such as insurance, an indemnification agreement, or in some other form, for all damages to people or property resulting from Respondent's action on the property under this Order.

Any such access agreements shall be incorporated by reference into this Consent Order. In the event any such access agreement is not obtained within this time period, Respondent shall notify EPA in writing of its lack of access, the efforts it made to obtain access, and an explanation of the basis therefore, e.g., inability to locate the current owner of the property, lack of response to request for access, or denial of access. In the event EPA obtains

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access, Respondent shall undertake work on such property in accordance with the Work Plan.

18.4 EPA hereby acknowledges that Respondent has requested EPA to provide split or duplicate samples, as appropriate, of all samples collected by EPA as part of its oversight activities under this Consent Order, other than splits or duplicates of samples collected by Southern Star. For samples collected on property owned by Respondent, EPA agrees to provide such split or duplicate samples so long as Respondent provides appropriate sample containers if EPA gives reasonable prior notice of the sampling activity or in containers to be provided by EPA if such prior notice is not given. For samples collected on property not owned by Respondent, EPA agrees to provide split or duplicate samples under the conditions just described so long as the access agreement with the property owner permits that a portion of samples collected by EPA be given to Respondent. EPA further agrees either to make available a duplicate copy, at Respondent's expense, or to make available for copying by Respondent under mutually agreeable terms, all recordings made pursuant to paragraph 18.1.4., above, which are not otherwise exempt from release under the Freedom of Information Act.

18.5 Nothing herein is intended to limit in any way EPA's right of access under CERCLA or any other legal authority.

19 RECORD PRESERVATION

19.1 Unless otherwise permitted by EPA, Respondent shall, without regard to any document retention policy to the contrary, preserve during performance of work pursuant to this Order and for a minimum of six (6) years after termination of the Order, all final records and documents, and the final draft of documents which were not finalized, in its possession, custody or control specifically relating to wastes containing hazardous substances generated, stored, treated or disposed of on the site, or the release or threatened release of hazardous substances from the site or work performed pursuant to this Order. Respondent need not retain identical duplicate copies of documents. After this six-year period has lapsed, Respondent shall notify EPA at least sixty (60) calendar days prior to the destruction of any such document. Respondent shall, as directed by EPA, either provide to EPA the documents or copies of such documents or retain them for an additional time period reasonably specified by EPA. Respondent may, at its option, satisfy its document retention obligations hereunder by microfilming, or similarly storing, the entire contents thereof and destroying the original documents. If Respondent elects to follow such an option, it must secure EPA's prior approval for the specific method of storage. Respondent shall provide to EPA a sworn affidavit by the document custodian at the time of destruction indicating when and under what

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circumstances the original documents were destroyed and certifying that these are true and correct copies of authentic original documents.

## 20 FINANCIAL ASSURANCE

20.1 Within 30 days of the Effective Date, Respondent shall establish and maintain financial security for the benefit of EPA in the amount of \$450,000 in one or more of the following forms, to secure the full and final completion of Work by Respondent:

20.1.1 a surety bond unconditionally guaranteeing payment and/or performance of the Work;

20.1.2 one or more irrevocable letters of credit, payable to or at the direction of EPA, issued by financial institution(s) acceptable in all respects to EPA equaling the total estimated cost of the Work;

20.1.3 a trust fund administered by a trustee acceptable in all respects to EPA;

20.1.4 a policy of insurance issued by an insurance carrier acceptable in all respects to EPA, which ensures the payment and/or performance of the Work;

20.1.5 a corporate guarantee to perform the Work provided by one or more parent corporations or subsidiaries of Respondent, or by one or more unrelated corporations that have a substantial business relationship with Respondent; including a

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demonstration that any such company satisfies the financial test requirements of 40 C.F.R. Part 264.143(f); and/or

20.1.6 a corporate guarantee to perform the Work by Respondent, including a demonstration that Respondent satisfies the requirements of 40 C.F.R. Part 264.143(f).

20.2 Any and all financial assurance instruments provided pursuant to this Article shall be in form and substance satisfactory to EPA, determined in EPA's sole discretion. In the event that EPA determines at any time that the financial assurances provided pursuant to this (including, without limitation, the instrument(s) evidencing such assurances) are inadequate, Respondent shall, within 30 days of receipt of notice of EPA's determination, obtain and present to EPA for approval one of the other forms of financial assurance listed in paragraph 20.1, above. In addition, if at any time EPA notifies Respondent that the anticipated cost of completing the Work has increased, then, within 30 days of such notification, Respondent shall obtain and present to EPA for approval a revised form of financial assurance (otherwise acceptable under this Article) that reflects such cost increase. Respondent's inability to demonstrate financial ability to complete the Work shall in no way excuse performance of any activities required under this Order.

20.3 If Respondent seeks to ensure completion of the Work through a guarantee pursuant to subparagraph 20.1.5 or 20.1.6 of

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this Order, Respondent shall: (i) demonstrate to EPA's satisfaction that the guarantor satisfies the requirements of 40 C.F.R. Part 264.143(f); and (ii) resubmit sworn statements conveying the information required by 40 C.F.R. Part 264.143(f) annually, on the anniversary of the Effective Date, to EPA. For the purposes of this Order, wherever 40 C.F.R. Part 264.143(f) references "sum of current closure and post-closure costs estimates and the current plugging and abandonment costs estimates," the current cost estimate of \$450,000 for the Work at the Site shall be used in relevant financial test calculations.

20.4 If, after the Effective Date, Respondent can show that the estimated cost to complete the remaining Work has diminished below the amount set forth in paragraph 20.1 of this Article, Respondent may, on any anniversary date of the Effective Date, or at any other time agreed to by the Parties, reduce the amount of the financial security provided under this Article to the estimated cost of the remaining Work to be performed. Respondent shall submit a proposal for such reduction to EPA, in accordance with the requirements of this Article the amount of the security after receiving written approval from EPA. In the event of a dispute, Respondent may change the form of financial assurance required hereunder only in accordance with a final decision resolving such dispute pursuant to Article (Dispute Resolution).

20.5 Respondent may change the form of financial assurance provided under this Article and prior written approval by EPA, provided that EPA determines that the new form of assurance meets the requirements of this Article, Respondent may change the form of financial assurance required hereunder only in accordance with a final decision resolving such dispute pursuant to Article 15 (Dispute Resolution).

## 21 RESERVATION OF RIGHTS

21.1 EPA expressly reserves all rights that it may have, including the right to disapprove work performed by Respondent pursuant to this Order and to request that Respondent perform tasks in addition to those stated in the Work Plan.

21.2 EPA hereby reserves all of its statutory and regulatory powers, authorities, rights, remedies, both legal and equitable, which may pertain to Respondent's failure to comply with any of the requirements of this Order, including without limitation the assessment of penalties under CERCLA. This Order shall not be construed as a covenant not to sue, release, waiver or limitation of any rights, remedies, powers and/or authorities, civil or criminal, which EPA has under RCRA, CERCLA, or any other statutory, regulatory or common law enforcement authority of the United States.

21.3 Notwithstanding compliance with the terms of this Order, Respondent is not released from liability, if any, for any actions

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beyond the terms of this Order. EPA reserves the right to take any enforcement action pursuant to RCRA, CERCLA or any other available legal authority for relief including, but not limited to, injunctive relief, monetary penalties, and punitive damages for any violation of law or this Order.

21.4 EPA reserves the right to revise or prepare, in whole or in part, documents required by this Consent Order, to undertake response action(s) to address the release or threat of release of hazardous substances from the North Ulysses Compressor Station at any time and to seek reimbursement from Respondent thereafter for such costs incurred by the United States.

21.5 EPA reserves the right to perform any portion of the work herein or any additional site characterization, feasibility study, and response/correction actions as it deems necessary to protect human health and the environment. EPA may exercise its authority under CERCLA to undertake removal actions or remedial actions at any time. In any event, EPA reserves its right to seek reimbursement from Respondent for such additional costs incurred by the United States. Notwithstanding compliance with the terms of this Order, Respondent is not released from liability, if any, for the costs of any response actions taken or authorized by EPA.

21.6 Compliance by Respondent with the terms of this Order shall not relieve Respondent of its obligations to comply with RCRA

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or any other applicable local, state or federal laws and regulations.

21.7 This Order is not intended to be nor shall it be construed as a permit. This Order does not relieve Respondent of any obligation to obtain and comply with any local, state or Federal permits.

21.8 In entering this Order on consent, Respondent waives any right to seek reimbursement under Section 106(b)(2) of CERCLA, 42 U.S.C. § 9606(b)(2), for any past costs and costs incurred in complying with this Order. This Order does not constitute any decision on preauthorization of funds under Section 111(a)(2) of CERCLA. Respondent acknowledges that it has freely entered into this order and has agreed to incur, at its own expense and without any right to reimbursement from EPA, the costs necessary to complete the work required pursuant to the terms of this Order. Respondent expressly waives all of its rights, if any, under any statutory or legal theory, against the Hazardous Substance Response Trust Fund.

21.9 Respondent shall bear its own costs and attorneys fees.

21.10 Reservations of rights by EPA in this Article 21 are not intended to expand or enlarge the duties or obligations of Respondent under this Consent Order. Except as expressly waived and specified in this Consent Order, Respondent hereby reserves all

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rights that it may have to object to or challenge any action taken by EPA pursuant to this Order or otherwise.

## 22 COST REIMBURSEMENT

22.1 Within thirty (30) calendar days of receipt of an accounting by EPA of its cost of overseeing activities conducted pursuant to this Order, including all direct and indirect costs for EPA employee time and travel, any cost incurred on or subsequent to the effective date of this Consent Order under or in connection with any contract or arrangement for assistance in overseeing and reviewing the conduct of the investigations required herein and costs incurred while obtaining access (hereinafter "Oversight Costs"), Respondent shall remit a check in that amount payable to the Hazardous Substance Response Fund. EPA agrees to provide, upon request by Respondent, a detailed summary of the costs for which reimbursement is sought. Such checks should be sent with a reference to the Southern Star Central Gas Pipeline, Inc., North Ulysses Compressor Station Site, Site Identification Number 07GW, and be addressed as follows:

Mellon Bank, EPA Region VII  
Superfund  
Financial Management Section  
Post Office Box 360748M  
Pittsburgh, PA 15251

22.2 A copy of the check as well as any transmittal letter should be sent to the EPA contact specified in this Order. EPA may

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submit such an accounting of its costs on a quarterly, semi-annual or annual basis, at its discretion.

22.3 Respondent agrees to limit any disputes concerning costs to accounting errors, including whether costs were properly charged as Oversight Costs, and whether the costs demanded are within the scope of this Consent Order. Respondent shall identify any contested costs and the basis for its objection. All undisputed costs shall be remitted by Respondent in accordance with the schedule set forth above. Disputed costs shall be paid by Respondent into an escrow account while the dispute is pending. Respondent bears the burden of establishing an EPA accounting error or the inclusion of costs outside the scope of this Consent Order.

22.4 EPA reserves the right to bring an action against Respondent pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, for recovery of all response costs not reimbursed by Respondent, including the oversight costs incurred by the United States related to this Order, as well as any other past and future costs incurred by the United States in connection with the North Ulysses Compressor Station.

### 23 OTHER CLAIMS

23.1 Nothing in this Consent Order shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, or corporation for any liability it may have arising out of or relating in any way

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to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the North Ulysses Compressor Station or adjacent property as part of the actions required by this Order.

#### 24 OTHER APPLICABLE LAWS

24.1 Except as specifically provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), all actions required to be taken pursuant to this Order shall be undertaken in accordance with the requirements of all applicable local, state and federal laws and regulations, including, but not limited to, any permitting or licensing requirements.

24.2 All reports, plans, specifications, and schedules submitted by Respondent pursuant to this Order are, upon approval by EPA, incorporated into this Order. Unless otherwise excused by law, any noncompliance with the requirements of such EPA-approved reports, plans, specifications, or schedules shall be considered a failure to achieve compliance with the requirements of this Order.

#### 25 PENALTIES FOR NONCOMPLIANCE

25.1 Respondent is hereby advised that, pursuant to Section 109 of CERCLA, 42 U.S.C. § 9609, civil penalties of not more than \$25,000 per day for each day during which a violation continues may be assessed for violations of this Consent Order, provided that upon timely payment of a stipulated penalty for a specified

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violation, the stipulated penalty is the exclusive civil penalty for that violation.

25.2 Respondent is further advised that, pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3), any person who is liable for a release or threat of release of a hazardous substance and who fails without sufficient cause to provide properly the removal or remedial actions specified in this Order may be liable to the United States for punitive damages in an amount at least equal to and not more than three times the amount of any costs incurred by the United States as a result of such failure to take proper action.

25.3 In the event Respondent fails to meet any requirement of this Consent Order, Respondent shall pay stipulated penalties as set forth below. Compliance by Respondent shall include completion of an activity under this Order or a plan approved under this Order or any matter under this Order in an acceptable manner and within the specified time schedules in and approved under this Order.

25.3.1 For failure to submit monthly progress reports as prescribed in this Consent Order: \$50.00 per day for the first through seventh days of noncompliance and \$150.00 per day for the eighth day and each succeeding day of noncompliance thereafter;

25.3.2 For failure to submit the Work Plan in accordance with paragraph 7.2 of this Consent Order at the time required pursuant to this Consent Order: \$250.00 per day for the first

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through seventh days of noncompliance and \$500.00 per day for the eighth through thirtieth days of noncompliance and \$1,500.00 per day for each succeeding day of noncompliance thereafter;

25.3.3 For failure to submit the Removal Action Report in accordance with paragraph 7.6 of this Consent Order at the time required pursuant to this Consent Order: \$250.00 per day for the first through seventh days of noncompliance and \$500.00 per day for the eighth through thirtieth days of noncompliance and \$1,500.00 per day for each succeeding day of noncompliance thereafter.

25.3.4 For failure to comply with any other requirement of this Consent Order: \$100.00 per day for the first through seventh days of noncompliance and \$250.00 per day for the eighth through thirtieth days of noncompliance and \$500.00 per day for each succeeding day of noncompliance thereafter.

25.4 All penalties pursuant to subparagraphs 24.3.1, 24.3.2, and 24.3.3, shall begin to accrue on the date that complete performance is due or a violation occurs and shall continue to accrue through the final day of correction of the noncompliance. All penalties pursuant to subparagraph 24.3.4 shall begin to accrue on the date that Respondent receives written notice from EPA that a requirement of this Consent Order was not met and shall continue to accrue through the final day of correction of the noncompliance. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Consent Order.

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25.5 All penalties owed to EPA under this Article shall be due within thirty (30) calendar days of demand for payment by EPA. Interest shall begin to accrue on the unpaid balance at the end of this thirty-day period. Penalties for violations continuing over a period of time longer than thirty days shall be due every thirty days.

25.6 EPA will advise Respondent of stipulated penalties owed by Respondent pursuant to this Article. EPA may, in its sole discretion, waive or suspend any stipulated penalties, or the accrual of such penalties, due to it under this Article based on equitable considerations. All penalties shall be paid by certified or cashier's check made payable to the Treasurer of the United States, and shall be remitted to:

Mellon Bank, EPA Region VII  
Superfund  
Financial Management Section  
Post Office Box 360748M  
Pittsburgh, PA 15251

All payments shall reference the Southern Star Central Gas Pipeline, Inc., North Ulysses Compressor Station Site, Site Identification Number 07GW, the Respondent's name and address, and the EPA docket number of this action and indicate the payment being made is a stipulated penalty. A copy of the transmittal of payment shall be sent to the EPA contact specified in paragraph 17.1.

25.7 The stipulated penalties set forth in this Article do not preclude EPA from pursuing any other remedies or sanctions

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which may be available to EPA by reason of Respondent's failure to comply with any of the requirements of this Consent Order, nor shall payment of said penalties relieve Respondent of the responsibility to comply with this Consent Order.

## 26 INDEMNIFICATION OF THE UNITED STATES GOVERNMENT

26.1 Respondent agrees to indemnify and save and hold the United States Government, its agencies, departments, agents and employees, harmless from any and all claims or causes of action arising from or on account of acts or omissions of Respondent or its officers, employees, receivers, trustees, agents, contractors, subcontractors or assigns, in carrying out any activities pursuant to this Order. EPA is not and shall not be represented to be a party to any contract entered into by Respondent to carry out activities pursuant to this Order; provided, however, that Respondent shall be under no duty to indemnify the United States for claims or causes of action arising from or on account of negligent, willful or intentional acts or omissions of the United States, its officers, agents, employees or any other person acting on its behalf. Nothing herein is intended to or shall be construed as extending the liability of the United States beyond that provided for under Federal law.

## 27 DISCLAIMERS

27.1 The only judicial or administrative proceeding in which EPA or Respondent may use this Order is one brought by or on behalf

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of EPA either to enforce the obligations of Respondent under this Order or to collect penalties for non-compliance with the terms of this order, or both, or one by Respondent to seek contribution or recovery of response costs from any person, other than the United States, who is liable or potentially liable to Respondent, or to seek indemnification from any person, other than the United States, including the Hazardous Substance Response Trust Fund, with respect to response activities which Respondent has agreed to undertake pursuant to this Consent Order. This Consent Order shall not be used in any other legal or administrative proceeding as evidence of a violation of law or as an admission against Respondent's or EPA's interests. This Consent Order shall not constitute or be construed as any waiver by or estoppel against Respondent with respect to any right, cause, claim or defense it may have in any proceeding against any other person or entity, except the United States to the extent set forth herein, including the Hazardous Substance Response Trust Fund, concerning liability for the releases which are the subject of this Consent Order, or indemnification, contribution, reimbursement or cost recovery of any expenses, including reasonable attorneys' fees, incurred by Respondent hereunder. Respondent expressly reserves all its rights, causes, claims and defenses against any such persons and entities, except the United States to the extent set forth herein, including the Hazardous

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Substance Response Trust Fund, concerning any such liability, indemnification, contribution, reimbursement and cost recovery.

27.2 Respondent's consent to EPA jurisdiction and authority to issue this Consent Order is solely for the purposes of entry and enforcement of this Consent Order. Said consent shall not constitute any admission by Respondent of any liability with respect to these matters, conditions on or surrounding the compressor stations or any acts or omissions by any person concerning the compressor stations. By signing this Consent Order, Respondent does not waive, except for its consent to jurisdiction for purposes of entry and enforcement of this Consent Order, including actions for penalties for non-compliance with the terms of this Consent Order, any claim or defense that it might have raised to this Consent Order, or that it might raise in any other judicial or administrative proceeding brought by EPA, including enforcement actions involving the dispute resolution provisions of Article 15 of this Consent Order, any other governmental agency or any other person. The parties expressly reserve any and all privileges, including without limitation, Attorney Work-Product and Attorney-Client privileges, to which they are entitled under the Federal Rules of Civil Procedure and Federal Rules of Evidence, or any other applicable federal law or regulation, as amended. Nothing in this Consent Order shall be construed as a waiver by either party of any of these privileges, laws or regulations. All

provisions of the Consent Order regarding the disclosure and sharing of information are subject to these privileges, laws and regulations, provided that the parties agree that sampling and analysis results developed pursuant to the Work Plan are not subject to any of the privileges.

#### 28 NOTICE TO THE STATE

28.1 EPA has notified the State of Kansas as to the issuance of this Order.

#### 29 MODIFICATION

29.1 This Consent Order may be modified by the mutual agreement of both parties. Any such amendments shall be in writing and shall be signed by representatives of both parties. Amendments which address only the project schedule may be signed by the contacts designated in Article 17. Unless otherwise provided for in the amendment, the effective date of any such modification shall be the date on which the written agreement of modification has been signed by both parties.

#### 30 APPENDICES

- 30.1 Appendix 1- Site Location Map
- 30.2 Appendix 2- Facility Layout Map
- 30.3 Appendix 3- Drainage Area Excavation Boundaries Map
- 30.4 Appendix 4- Air Receiver Area Excavation Boundary Map
- 30.5 Appendix 5- Former Burn Pit Map

31 EFFECTIVE DATE

31.1 This Order is effective immediately upon receipt of a fully executed copy thereof by Respondent and all times for performance of actions pursuant to this Order shall be calculated from that date.

32 TERMINATION

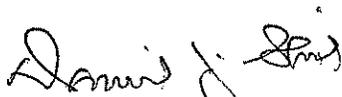
32.1 This Consent Order shall terminate when Respondent demonstrates in writing and certifies to the satisfaction of EPA that all activities required under this Consent Order, including any mutually agreed additional work and payment of any stipulated penalties due, have been performed and EPA has approved Respondent's certification. This notice shall not terminate Respondent's obligation to comply with Article 19 (Record Preservation), Article 21 (Reservation of Rights), Article 22 (Cost Reimbursement), Article 26 (Indemnification), and Article 27 (Disclaimers) of this Consent Order.

32.2 Respondent's certification of completion shall be signed by a responsible official representing Respondent. This representative shall make the following attestation: "I certify that the information contained in or accompanying this certification is, to the best of my knowledge and belief, after diligent inquiry, true, accurate and complete." For purposes of this Consent Order, a responsible official is a corporate officer who is in charge of a principal business function.

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IN WITNESS WHEREOF, the parties have affixed their signatures  
below:

For the United States Environmental Protection Agency, Region VII



Daniel J. Shiel  
Assistant Regional Counsel  
U.S. Environmental Protection Agency  
Region VII

3/13/06

Date

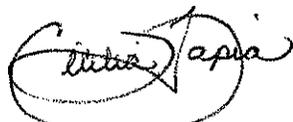
For Southern Star Central Gas Pipeline, Inc.



2/15/06

Date

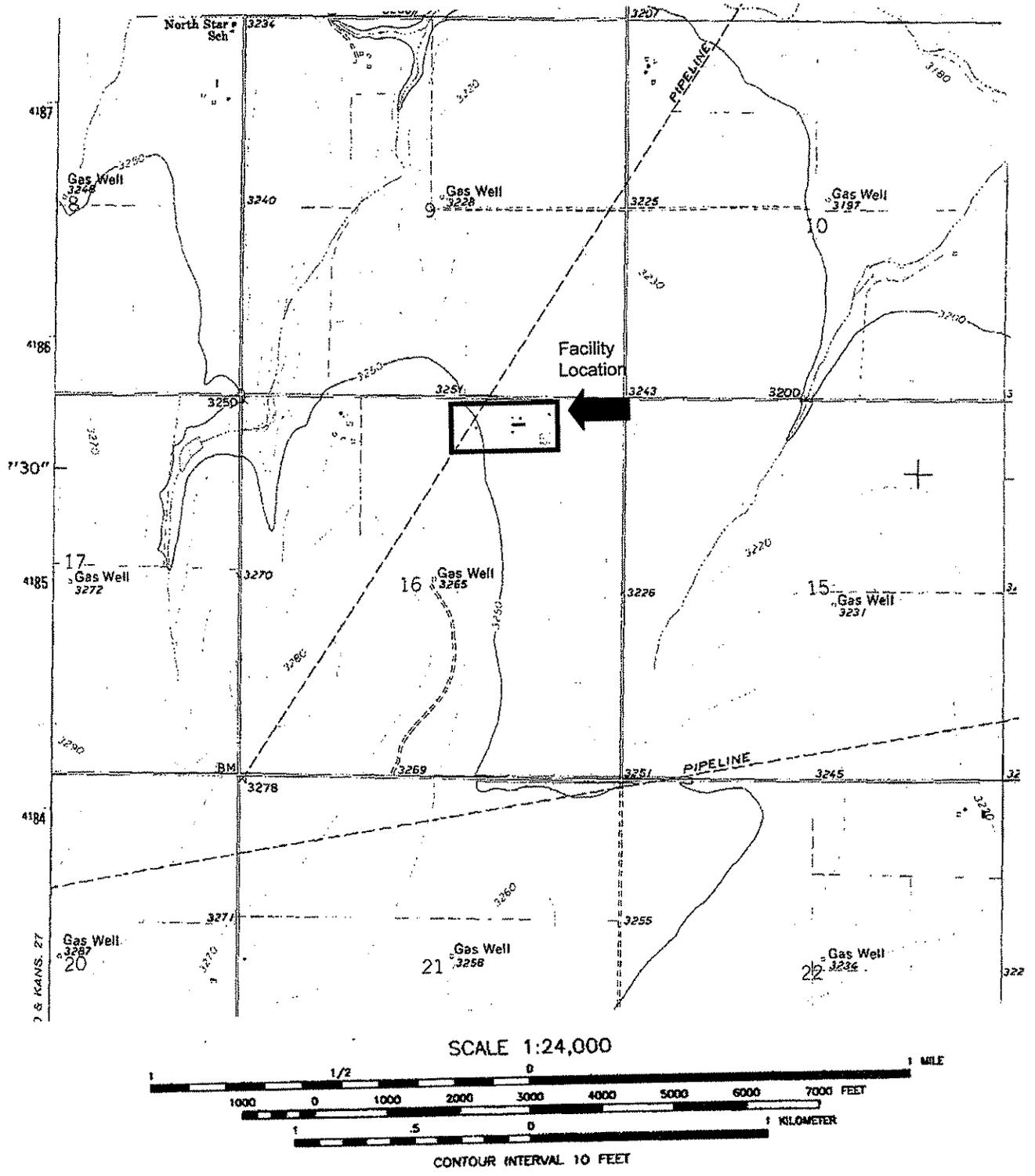
IT IS SO ORDERED.



Cecilia Tapia  
Director, Superfund Division  
U.S. Environmental Protection Agency  
Region VII

3/16/06

Date



U.S.G.S. 7.5 MINUTE SERIES TOPOGRAPHIC MAP  
STATE of KANSAS QUADRANGLE  
Lakin SW  
1978

FIGURE 1 - SITE VICINITY MAP  
NORTH ULYSSES COMPRESSOR STATION  
T26S, R38W, Sec. 16  
Kearny County, Kansas

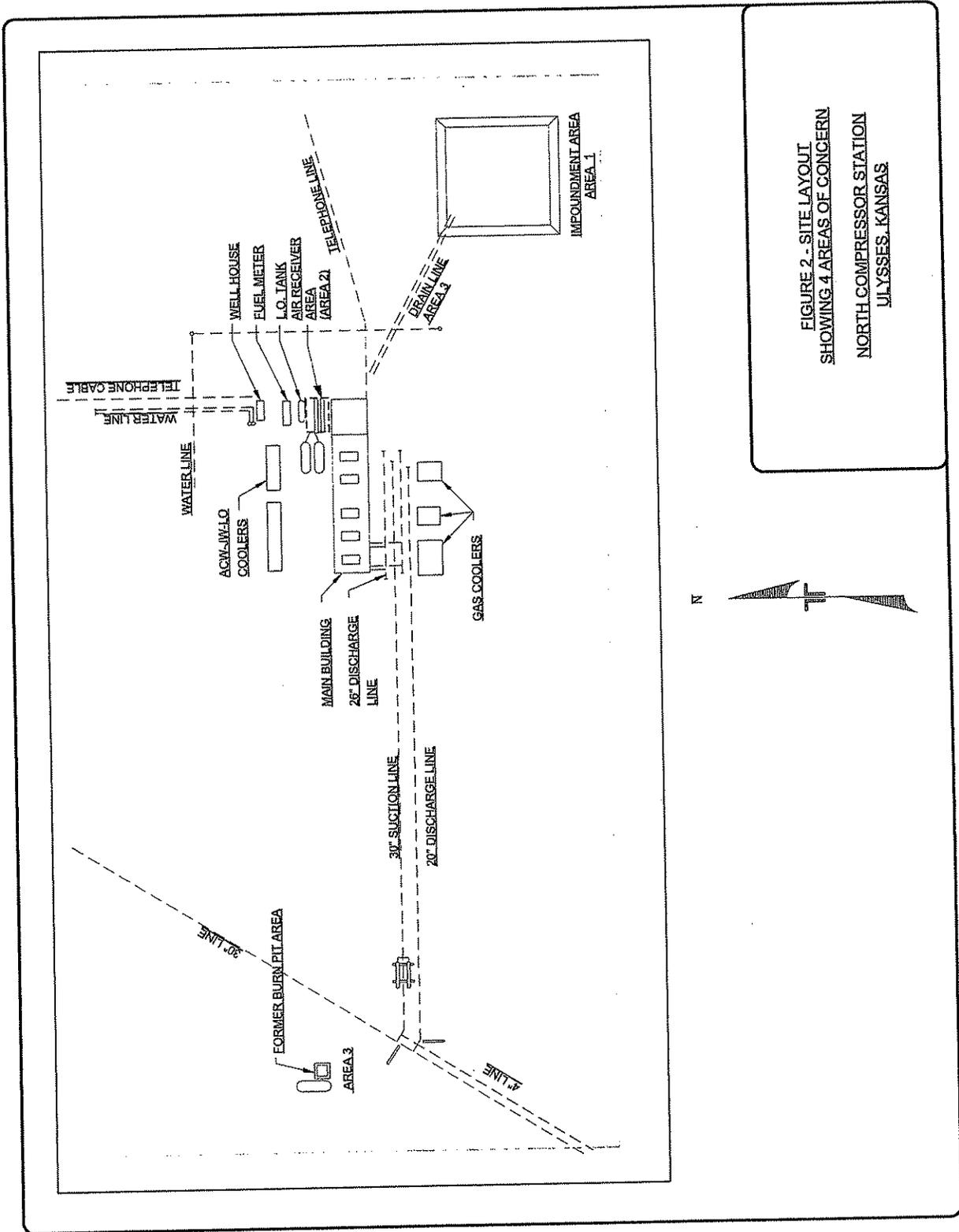
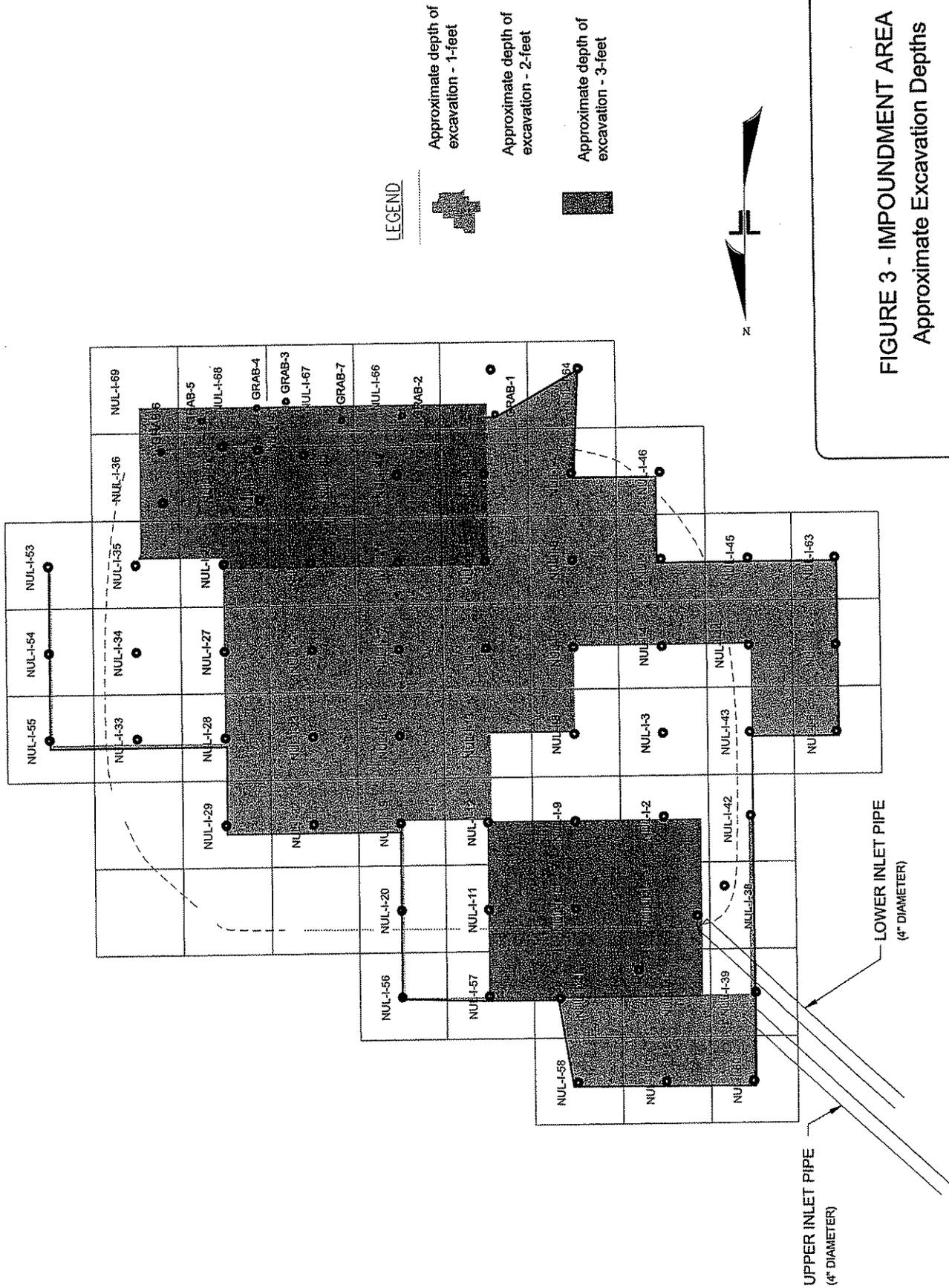
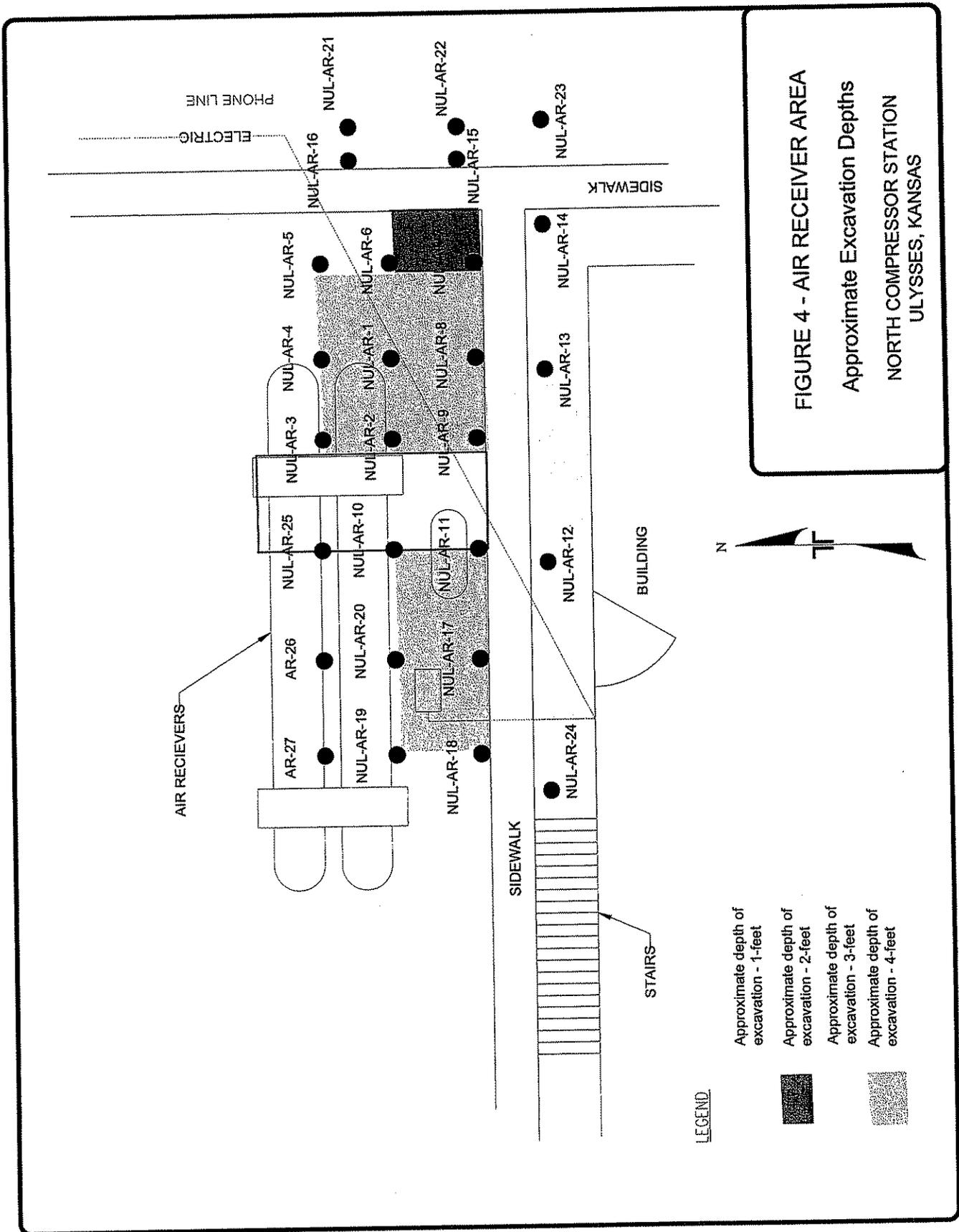


FIGURE 2 - SITE LAYOUT  
SHOWING 4 AREAS OF CONCERN  
NORTH COMPRESSOR STATION  
ULYSSES, KANSAS



**FIGURE 3 - IMPOUNDMENT AREA**  
 Approximate Excavation Depths

NORTH COMPRESSOR STATION  
 GRANT COUNTY, KANSAS



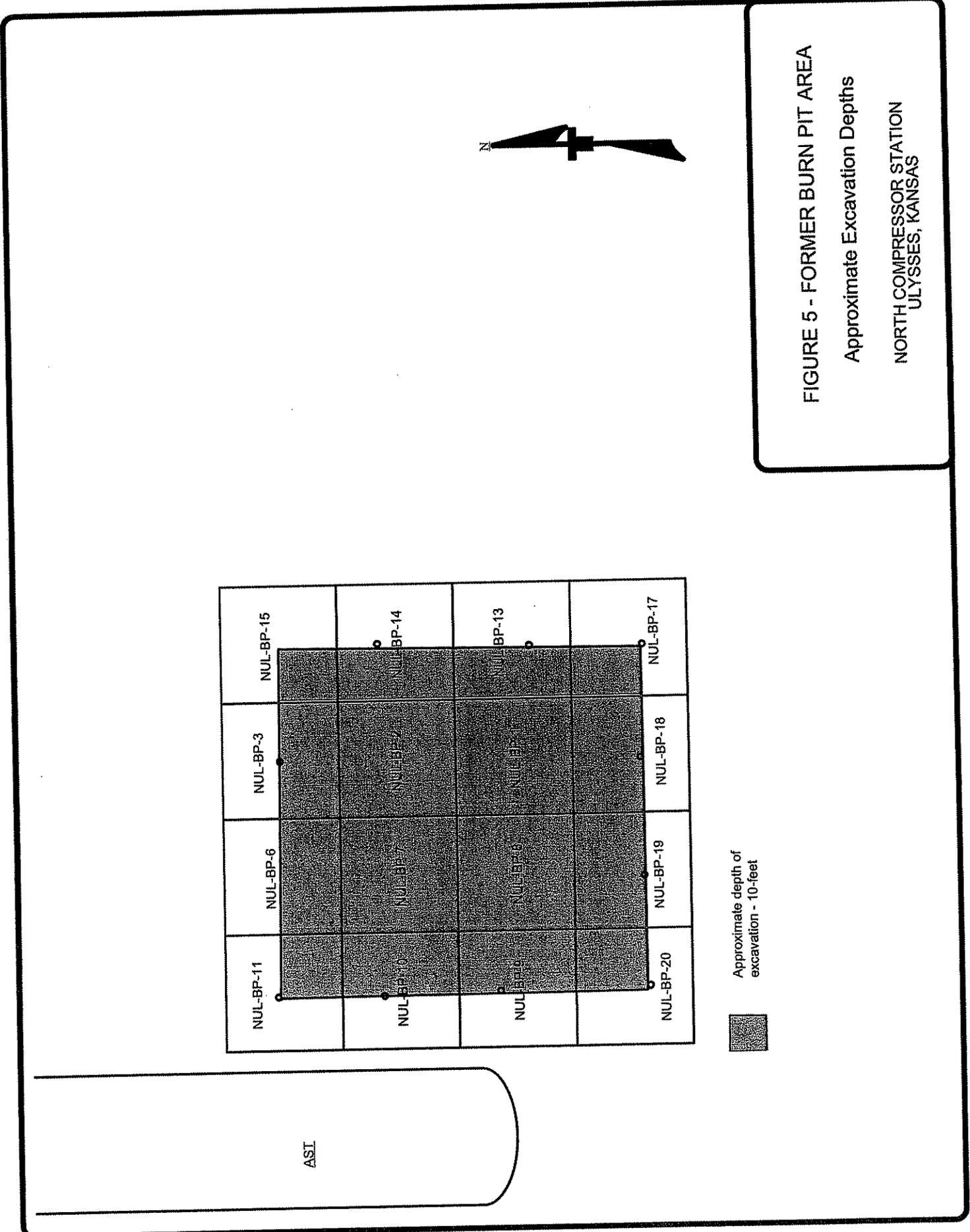


FIGURE 5 - FORMER BURN PIT AREA

Approximate Excavation Depths

NORTH COMPRESSOR STATION  
ULYSSES, KANSAS

IN THE MATTER OF Southern Star Central Gas Pipeline, Inc. and North Ulysses Compressor Station, Respondents  
Docket No. CERCLA-07-2006-0143

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Administrative Order on Consent was sent this day in the following manner to the addressees:

Copy hand delivered to  
Attorney for Complainant:

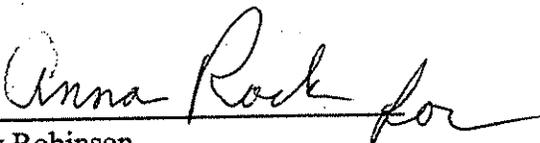
Daniel J. Shiel  
Assistant Regional Counsel  
Region VII  
United States Environmental Protection Agency  
901 N. 5<sup>th</sup> Street  
Kansas City, Kansas 66101

Copy by overnight Federal Express to:

Nick Hetman  
Senior Attorney  
Southern Star Central Gas Pipeline, Inc.  
3800 Frederica Street  
Owensboro, KY 42301

3/20/06

Dated

  
Kathy Robinson  
Regional Hearing Clerk