

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

Northern Illinois Gas Company, d/b/a Nicor Gas)
Company)

Plaintiff,)

vs.)

City of Evanston, an Illinois Municipal)
Corporation,)

Defendant.)

Case No. 14 CV 9227

City of Evanston, an Illinois Municipal)
Corporation,)

Judge John Z. Lee

Counter-Plaintiff and Third-)
Party Plaintiff,)

Magistrate Judge Maria Valdez

vs.)

Northern Illinois Gas Company, an Illinois)
corporation, and Commonwealth Edison)
Company, an Illinois corporation.)

Counter-Defendant and Third-)
Party Defendant.)

COUNTERCLAIM AND THIRD-PARTY COMPLAINT

Now comes Defendant, Counter-Plaintiff and Third-Party Plaintiff, City of Evanston (the “City” or “Evanston”), by its attorneys, Michael S. Blazer, Jeffery D. Jeep, and Jeep & Blazer, LLC, and for its Counterclaim against Counter-Defendant Northern Illinois Gas Company (“Nicor”), and its Third Party Complaint against Third-Party Defendant Commonwealth Edison Company (“ComEd”), states:

Allegations Common To All Counts

Nature of Action

1. This is a civil action for declaratory and injunctive relief, and cost recovery brought pursuant to: (1) Section 7002 of the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §6972, *et seq.*; (2) Title 9, Section 12 of the Evanston Code of Ordinances (“Hazardous Substances Ordinance”); (3) the Illinois common law of trespass and nuisance and (4) breach of contract.

2. This Counterclaim and Third-Party Complaint concerns the release and migration of hazardous substances, specifically “Lowe Process waste oil” (as that term is defined below) and natural gas from what is known as the Skokie Manufactured Gas Plant (the “Skokie MGP”), and pipelines used to distribute manufactured and natural gas into soil and groundwater at James Park, Dawes Elementary School, Levy Senior Center and surrounding properties in Evanston, Illinois, which area comprises approximately 300 acres of land and is generally bounded by Oakton Street to north, Dodge Avenue to the east, Mulford Street on the south and the North Shore Canal on the west.

3. An aerial photograph depicting the locations that are the subject of this action is attached hereto as **Exhibit A**.

4. James Park is owned by the City and is located at Oakton Street and Dodge Avenue. James Park has a playground for children, eight baseball fields, five soccer/football fields, six tennis courts, a basketball court, field house and public gardens.

5. The Dawes Elementary School is located at 440 Dodge Avenue in Evanston, and enrolls approximately 375 students in kindergarten through the fifth grade.

6. The Levy Senior Center is located at 300 Dodge Avenue, and offers social services and programs for seniors, including exercise classes and lunch programs.

7. More specifically, methane gas is present at high concentrations and pressure in James Park and just outside Dawes Elementary School and the Levy Senior Center. Methane has a lower explosive limit (“LEL”), the level at which an ignition source will cause an explosion, of only 5%. The City has been measuring methane at an average concentration of 85.25% and pressure at an average of 11 pounds per square inch (“psi”) and 13 psi immediately in front of the School.

8. Pursuant to Section 7002 of the Solid Waste Disposal Act, 42 U.S.C. § 6973, the City has served a notice of intent to sue (“NOITS”) on Nicor and ComEd. A copy of the NOITS, without attachments, is attached hereto as **Exhibit B**¹.

9. On July 3, 2014, Evanston’s Fire Chief issued an administrative order to Nicor and ComEd (the “Administrative Order”). A copy of the Administrative Order, without attachments, is attached hereto as **Exhibit C**.²

10. In general terms, the City seeks to hold Nicor and ComEd responsible for the Lowe Process waste oil contamination in the soil and groundwater and the methane that threaten public health and safety. The City also seeks to recover:

- a. Injunctive relief under RCRA and common law compelling the Nicor and ComEd to abate the contamination they caused or contributed to, by their acts and omissions, from the Skokie MGP and through the distribution of manufactured and natural gas; and

¹ The NOITS, with attachments, is 889 pages long.

² The Administrative Order, with attachments, is 739 pages long.

- b. Compensatory damages caused by Nicor's and ComEd's acts and omissions.

Jurisdiction and Venue

11. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §1331 and 42 U.S.C. §6972(a), because this case arises under the laws of the United States. Specifically, Count I is predicated upon and seeks relief pursuant to RCRA.

12. This Court has supplemental jurisdiction over the State and local law claims herein pursuant to 28 U.S.C. §1367, in that said claims are so related to the RCRA claim that they form part of the same case or controversy under Article III of the U.S. Constitution. The claim in Count II is predicated upon and seeks relief pursuant to the City's Hazardous Substances Ordinance. The claims in Counts III and IV are predicated upon and seek relief pursuant to the common law of trespass and nuisance. The claim in Count V is predicated on Nicor's breach of an August 24, 1982 franchise agreement between the City and Nicor.

13. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391(b) and 42 U.S.C. §6972(a), because the events or omissions giving rise to the claims herein occurred in this judicial district and the properties that are the subject of this action are also situated in this judicial district.

The Parties

14. The City is an Illinois home rule municipal corporation.

15. On February 21, 1867, The Northwestern Gas Light and Coke Company ("NGLC") was organized under a special act of the Illinois General Assembly.

16. On March 12, 1896, the articles of incorporation of NGLC were amended to expand its corporate purpose to include, inter alia, "manufacture...distribute...gas...coke, tar...and

to erect, lay, maintain and operate all...pipes...and apparatus necessary or convenient for such purposes...."

17. On information and belief, Nicor and ComEd are the corporate successors to NGLC.

18. NGLC acquired Cicero Gas Company in 1902, and those two companies then merged, with NGLC being the surviving corporation.

19. Commonwealth Electric Company and Chicago Edison Company merged in 1907 to form ComEd.

20. Public Service Company of Northern Illinois ("PSCNI") was incorporated in 1911 as an Illinois corporation. NGLC merged with PSCNI in 1913, the latter being the surviving corporation.

21. PSCNI merged with ComEd in 1953.

22. Nicor was created in 1954. Prior to 1954, the then-existing assets of Nicor were held by ComEd. On January 22, 1954, ComEd and Nicor entered into a Separation Agreement. On February 9, 1954, ComEd and Nicor entered into a General Conveyance, pursuant to which ComEd transferred and assigned to Nicor all right, title and interest in certain gas and heating assets previously held by ComEd.

23. On February 9, 1954, ComEd and Nicor entered into a General Assignment and Assumption Agreement, addressing, among other issues, the allocation of responsibility between the two companies for obligations, liabilities, and duties with respect to the former manufactured gas plant sites.

24. Nicor and ComEd have implemented a manufactured gas plant remediation program, including development of a list of potential sites, and assessment of remediation

responsibility. Because some of Nicors' assets were at one time owned by ComEd or its corporate predecessors, Nicor and ComEd have entered agreements in order to jointly manage certain common manufactured gas plant sites, including the Skokie MGP.

25. On July 20, 2007, ComEd and Nicor entered into a "Memorandum of Understanding" to reflect their agreement in principle concerning allocating costs associated with manufactured gas plants operated by their corporate predecessors, including the Skokie MGP. A copy of the Memorandum of Understanding is attached hereto as **Exhibit D**.

26. On January 3, 2008, ComEd and Nicor enter into a "Final Allocation Agreement," which supersedes the "Memorandum of Understanding" and which was approved by the Illinois Commerce Commission ("ICC") on June 9, 2009. A copy of the ICC Order, including the Final Allocation Agreement, is attached hereto as **Exhibit E**. Pursuant to the Final Allocation Agreement, Nicor is responsible for 51.73% and ComEd is responsible for 48.27% of all remedial costs regarding the Skokie MGP.

Facts Relating to Contamination

History of Evanston MGP

27. In approximately 1871, NGLC, or its predecessor Evanston Gas Light Company, commenced operation of the "North Western Gas Works," a manufactured gas plant (the "Evanston MGP") located at the intersection of Maple Avenue and Clark, bounded by University Place at the North, Maple Street at the West, Clark Street at the South and railway spurs on the East.

28. The Evanston MGP ceased operation in 1913. From 1913, until approximately 1957, the Evanston MGP property was used by NGLC and PSCNI for offices and equipment storage.

History and Operations of the Skokie MGP

29. NGLC constructed the Skokie MGP in 1910, in what was then known as Niles Center. Niles Center changed its name to Skokie in 1940.

30. The Skokie MGP ceased operation in or about the early 1950s.

31. The Skokie MGP utilized a process for producing gas known as the "Lowe (Williamson)" gas production process, also known as the "Lowes," "carbureted water gas" and "water gas" processes (the "Lowe Process"). The Lowe Process utilized oil in conjunction with water gas to enhance the caloric value of the gas produced at the Skokie MGP.

32. The oil used in the Lowe Process was stored in a number of large above ground tanks on the Skokie MGP property.

33. The Lowe Process produces an oily waste with a relatively low viscosity (the waste is very liquid). The Lowe Process waste oil is also dense (heavy). The combination of low viscosity and high specific gravity (density) allows the oil to travel through soil, clay, groundwater and bedrock.

34. Due to its low viscosity (liquidity) and high density (weight), it only takes between a few years to approximately two decades for Lowe Process waste oil to travel through glacial tills and groundwater to reach bedrock.

35. Waste oil is also likely to have leaked into the environment from the above ground storage tanks and other infrastructure at the Skokie MGP.

36. At least two distribution lines are located in the vicinity of James Park which historically transported manufactured gas from the Skokie MGP: (1) a 48" gas line located immediately south of James Park (the "Abandoned Gas Line") and (2) a tunnel constructed in

1910 by NGLC under what was known as the North Shore Channel, located to the west of James Park and then running along Oakton Street immediately north of James Park (the “1910 tunnel”).

37. Lowe Process waste oil was also suspended in the gas distributed through the Abandoned Gas Line, 1910 tunnel and other gas distribution infrastructure in the vicinity of James Park. This entrained gas would form a condensate in the transmission lines, which would leak through defective or damaged joints in the distribution lines into the surrounding environment.

38. Evanston is informed and believes that a significant amount of the gas produced by the Skokie MGP was also “lost” during distribution via leakage into the environment.

39. Analysis of samples from the bedrock formation in and around James Park confirms the presence of fuel oil product or a weathered crude oil, matching the physical state and chemistry of Lowe Process waste oil.

40. Upon reaching the bedrock formation, the Lowe Process waste oil is biodegraded by organisms that do not require oxygen to grow. Methane is a byproduct of the organisms digesting the Lowe Process waste oil, via a process known as anaerobic methanogenesis. The confining clay layer above the bedrock, combined with the downward pressure of groundwater, increases the pressure of the trapped methane.

41. In addition to the Lowe Process waste oil that was suspended in and leaked from the Abandoned Gas Line and the 1910 Tunnel and associated gas distribution infrastructure to the north of James Park, a natural gas pipeline that contains, or contained, Lowe Process waste oil is located in Dodge Avenue, which runs north and south in front of the Dawes Elementary School and Levy Senior Center.

42. A black crust coating has also been observed at multiple locations on a water line (the “Dodge Avenue Water Line”), in the vicinity of Dawes Elementary School and Levy Senior Center.

43. The Dodge Avenue Water Line conveys potable water to City residents.

44. The following facts demonstrate that the Skokie MGP is the source of the black crust:

- a. The chemical make-up of the compounds detected in the black crust matches identically with the compounds known to be present in Lowe Process waste oil;
- b. A gas pipeline at Dodge Avenue is located approximately five feet above the Dodge Avenue Water Line;
- c. The soil between the black crust and the gas pipeline at Dodge Avenue is stained black, similar in appearance to the color of the black crust;
- d. Laboratory analysis of groundwater in the immediate vicinity revealed the same compounds found in the analysis of the black crust.

History of James Park Landfill

45. From the late 1890's until the early 1940's clay was mined and bricks manufactured on property at the southwest intersection and Oakton Street and Dodge Avenue, in what was then the Town of South Evanston, and is now the current location of James Park (the “Clay Pit”).

46. The Town of South Evanston was annexed into the City in 1892.

47. In 1931, Evanston constructed an incinerator to burn its putrescible and other solid waste. Evanston built another solid waste incinerator in 1957.

48. On information and belief, in addition to the incinerator ash, non-combustible refuse and debris was disposed of in the Clay Pit.

49. The City took title to the Clay Pit in 1943. The City took over solid waste operations at the Clay Pit in 1953.

50. On information and belief, during the period that solid waste was placed in the Clay Pit, from 1941 to 1962, all putrescible waste was incinerated at the City's incinerators, and only inert, non-putrescible waste was disposed of in the Clay Pit.

Cast Iron Gas Lines Leak

51. Government authorities have found, and Nicor has publicly admitted, that the cast-iron gas distribution infrastructure in the vicinity of James Park is prone to leak.

52. On October 30, 1999, the U.S. Environmental Protection Agency ("USEPA") adopted a greenhouse gas reporting rule (the "GHG Rule"), which finds that natural gas pipelines leak, and that old pipelines made of cast iron leak the most.

53. On November 30, 2010, USEPA issued a report in the GHG Rule Docket noting that Nicor has 438 miles of cast iron pipe.

54. On April 4, 2014, Nicor filed a petition with the ICC requesting an amended tariff that would incorporate the cost of replacing cast iron natural gas distribution lines. Among the purposes stated in the Petition for replacing the cast iron lines is to "reduce losses" [leakage] and "promote safety".

55. The replacement of the cast iron pipelines was given a Number 1 ranking for infrastructure improvements in what the Petition described as a "Qualifying Infrastructure Plan". According to Nicor's Petition, cast iron pipes have been identified by state and federal agencies as being prone to leakage.

56. The Petition stated that Nicor will prioritize replacement of the cast iron pipe based on "risk scores" derived from a "Distribution Integrity Management Program," which is designed "to, among other things, identify threats, evaluate and rank risks."

57. Nicor represented in its Petition that it intends to replace all cast iron pipes "in less than four years". The ICC entered an Order approving the Petition on July 30, 2014.

58. On May 17, 2014, the American Gas Association, of which Nicor is a member, issued "Guidelines for Reducing Natural Gas Emissions From Distribution Systems". Those Guidelines state, "Modernize Distribution Systems" by "Replac[ing] cast iron, unprotected steel, or other distribution lines prioritized based on fitness for service with polyethylene (PE) plastic pipe."

59. On July 25, 2014, USEPA's Office of Inspector General issued a report entitled, "Improvements Needed in EPA Efforts to Address Methane Emissions From Natural Gas Distribution Pipelines" (Report No. 14-P-0324). The Report finds that methane gas leaks are most likely to occur from older pipelines made of cast iron and unprotected steel.

60. On September 22, 2014, USA Today and NBC News, citing the Inspector General's Report, published articles and broadcasts entitled, "Look Out Below: Danger Lurks Underground From Aging Gas Pipes, Even Small Cracks Or Accidents Can Trigger A Destructive Explosion."

Discovery of Contamination and Leaks in the Area of James Park

61. A June 2012 subsurface investigation in the northeast section of property owned by the MWRD, approximately 1000 feet southwest of James Park, revealed oil and tar like material at depth in bedrock.

62. In August 2012, the MWRD retained Tetra Tech, Inc. ("Tetra Tech") to identify the source of the contamination found in June 2012.

63. In November 2012, Tetra Tech issued a report stating that methane found at high concentration and pressure in one of its borings is "not associated with a release of refined petroleum or marketed natural gas, but is consistent with a release from a landfill source." The Report also stated that tar like, oil substance detected in bedrock is "possible landfill-derived oil."

64. That same month the MWRD transmitted the Tetra Tech report to the City and asserted that the James Park Landfill is the "likely" source of the methane detected in the boring.

65. The City retained Craig S. Rawlinson, P.G., with CS Geologic LLC ("CSG") to investigate Tetra Tech's claim. CSG rejected the assertion that the James Park Landfill is a source of the methane.

66. CSG also asserted that biodegradation of naturally-occurring asphaltic petroleum residues in the bedrock at the MWRD property was the probable source of the methane gas found at the bedrock-till interface and at high concentration and pressure in the boring.

67. Subsequent investigation confirms that CSG's assertion regarding the probable source of the methane is incorrect.

68. On August 12, 2013, representatives of the Illinois Environmental Protection Agency ("IEPA") observed methane gas at high concentration and pressure in the boring on the MWRD property.

69. The City's outside counsel thereafter retained David M. Hendron, PE ("Hendron"), with SCS Engineers ("SCS"), in order to obtain greater expertise in the area of subsurface investigations, and a more definitive determination of the source of the methane gas.

70. On the joint recommendation of Hendron and Evanston's Fire Chief, the City also began monitoring concentrations of methane as a percent of the lower explosive limit of methane (5%) at the Dawes Elementary School, Levy Senior Center and other locations. Although the monitoring disclosed the presence of methane at low concentrations, methane has not been detected at levels approaching the lower explosive limit for this gas.

71. On May 27, 2014, the Fire Chief advised the City Council that, although methane was detected at the School and Senior Center, levels were not at a dangerous level. The City has posted the readings on its website.

72. Hendron's extensive investigation confirms what is and is not the source of the methane and contamination. The following are not sources of the petroleum waste and gas found in the gas monitoring probes and borings around the perimeter of James Park:

- a. James Park Landfill;
- b. Oil Storage tanks at the MWRD property;
- c. Natural petroleum in the geology in the James Park area;
- d. Natural gasses in the geology in the James Park area.

73. Instead, the investigation confirms that the following are the likely sources of the petroleum and gas found in the gas monitoring probes and borings around the perimeter of James Park:

- a. Leakage of natural gas from existing and abandoned natural gas pipelines in the vicinity of James Park
- b. Leakage of petroleum materials (Lowe Process oil waste) from the operational facilities at, and from the maintenance and operation of the pipeline infrastructure systems associated with the former Skokie MGP.

City's Effort to Work Cooperatively with Nicor and ComEd

74. The City has worked collaboratively with IEPA and the MWRD in an effort to address the dangerous condition at James Park and determine their source.

75. The City's similar efforts to work cooperatively with Nicor have been rebuffed. Nicor has delayed providing information to assist in the City's investigation, refused to provide information, and provided misinformation. Rather than cooperating, Nicor has repeatedly served the City with lengthy information requests.

76. ComEd has simply ignored the City's communications.

77. In early April 2014, the City had not yet ruled out the James Park landfill as a possible source of the methane at high concentration and pressure in and around James Park. However, the City was also clear in its communications with IEPA, MWRD, Nicor and ComEd that the pressure and concentration of methane observed in and around James Park is not consistent with landfill gas.

78. The City could not rule out that a leak from a high pressure gas line was the source the methane at high concentration and pressure. A top priority for the City was therefore to identify the location of gas lines in the vicinity of James Park.

79. On April 1, 2014, in addition to contacting Peoples Energy Corporation and Nicor, the City attempted to identify natural gas distribution pipelines in the vicinity of James Park by contacting the Pipeline and Hazardous Materials Safety Administration.

80. On May 13, 2014 the City, through its counsel, advised Nicor's counsel that the concentration and pressure of gas found in the vicinity of James Park are not consistent with landfill gas and could indicate a leak from a gas distribution line. The City therefore requested drawings identifying pipelines in the vicinity of James Park.

81. Nicor did not respond to that request.

82. On May 21, 2014, a discussion occurred between Hendron and Nicor representatives concerning the location, pressures and depth of gas pipelines in the vicinity of James Park. Nicor's representatives identified pipelines with 60 pounds psi at a depth of 30 - 36 inches below ground surface running east/west along Oakton Street (north of James Park) and north/south along Dodge Avenue (east of the Park). Nicor also identified a 25 psi line running east/west along Mulford Street (south of the Park).

83. Nicor's representatives made no reference to the 1910 Tunnel, Abandoned Gas Line, or the 12-inch diameter gas pipeline running along Dodge Avenue.

84. The City thereafter continued to provide information to Nicor, and to request information from Nicor. This included numerous requests for meetings among technical representatives of the City and Nicor to discuss the possibility that a transmission line(s) is a source of the methane gas at James Park.

85. Nicor did not disclose the existence of the 1910 Tunnel. The City independently learned of its existence on May 30, 2014.

86. City representatives met with Nicor representatives on June 2, 2014. Hendron provided an overview of data and data gaps, including the importance of locating documents relating to the (recently discovered) 1910 Tunnel. Hendron again stated that the City had not ruled out a natural gas transmission line, natural geology and the James Park Landfill as potential sources of the methane detected at James Park.

87. Hendron explained that the detection of methane at high concentrations and pressure is not consistent with landfill gas being the source. Nicor's representatives claimed that they were unaware of the 1910 Tunnel or any other gas line running under the North Shore

Channel. The information that Nicor provided, which purportedly depicted transmission lines, did not show either the 1910 Tunnel, the Abandoned Gas Line or the 12-inch diameter gas pipeline running along Dodge Avenue.

88. On June 3, 2014, the City submitted Freedom of Information Act ("FOIA") requests to the MWRD (and other agencies) for information concerning the 1910 Tunnel. The City provided Nicor with a copy of the City's FOIA request.

89. Nicor thereafter sought to dismiss as "speculation" the assertion that the 1910 Tunnel could be a source of the methane, even though Nicor had first not provided any evidence of its existence and, after its independent discovery by the City, had not provided evidence that the 1910 Tunnel was "taken out of service" in a manner that would rule out the possibility that it could serve as a source or means of conveyance.

90. MWRD responded to the City's FOIA request on June 10, 2014, and provided documents relating to the 1910 Tunnel.

91. The City informed IEPA of the discovery of the 1910 Tunnel on June 11, 2014, and requested a conference call to update IEPA and MWRD on the status of the City's investigative work.

92. During the conference call, Hendron explained to IEPA and MWRD that although the City had not reached a definitive conclusion regarding the source of methane at high pressure and concentration at James Park, the pressures and concentrations of gas are not consistent with landfill gas and that Nicor gas distribution infrastructure cannot be ruled out as a source.

93. There was a consensus on the call that the presence of methane at high concentration and pressure required ongoing monitoring of whether methane is approaching its

lower explosive limit (LEL) of 5% in the basements of Dawes Elementary School and Levy Senior Center.

94. After the conference call, IEPA provided the City with information on an LEL monitor the City should consider installing at Dawes Elementary School and Levy Senior Center.

95. On June 12, 2014, the City provided Nicor with the documents provided by MWRD in order to assist Nicor's search for documents.

96. The City also sent an updated chronology with respect to the 1910 Tunnel to ComEd and Nicor representatives, and requested that ComEd search for information.

97. The City also provided Nicor and ComEd with a copy of a book, *THE ELECTRIC CITY, Energy and the Growth of the Chicago Area, 1880--1930*, by Harold L. PlaI. The book contains an inventory of historic NGLC, PSCNI and ComEd documents, and the City suggested that it may contain documents related to the 1910 Tunnel. The book stated that the archive was maintained at the ComEd corporate headquarters at One First National Plaza in Chicago.

98. Neither Nicor nor ComEd responded to this transmittal, and the City does not know whether Nicor or ComEd have searched the ComEd archives for relevant information.

99. The City repeated its request for information to Nicor and ComEd on June 16, 2014. ComEd did not respond.

100. On June 19, 2014, Nicor sent a letter to the City asserting that Nicor had confirmed "that Northern Illinois Gas Company's natural gas distribution system is not the source of methane that is currently being detected in soil at depths of 40 feet or more at the James Park landfill site in Evanston" and that Nicor has "concluded" its investigation. A copy of the June 19 letter is attached hereto as **Exhibit F**. The only document Nicor provided was a June 17, 1967

drawing that the City had obtained from MWRD, and that the City had in turn already provided to Nicor to aid in its search for documents.

101. The subject drawing left many questions unanswered, including the following:

- a. Whether the horizontal portion of the 1910 Tunnel was filled with crushed rock.
- b. Whether the 24" cast iron transmission line was removed from the 1910 Tunnel.
- c. Whether the valves were removed or closed.

102. In the face of Nicor's and ComEd's refusal to respond in good faith to the City's repeated requests for information, in particular with respect to the 1910 Tunnel, on July 3, 2014 the City's Fire Chief issued the Administrative Order to Nicor and its parent company. The Administrative Order directed its recipients to (1) provide the Fire Chief with documents relevant to the City's investigation into whether a Nicor gas line(s) are the source of the Methane detected at high pressure and concentration in the vicinity of James Park or serve as a conduit for conveying gas from another source; and (2) that Nicor undertake an assessment and evaluation of whether its gas line(s) are a source and means of conveyance.

103. On July 29, 2014, Nicor, by its outside counsel Mark R. Ter Molen, responded to the Administrative Order. While stating that it values "its longstanding working relationship" with the City, Nicor declined to comply with the Administrative Order.

104. Instead, Nicor served the City with a lengthy document production request and interrogatories (well before this action was filed). Nicor took the position that there was no need for it to undertake further investigation because the City was aware, based on previous

communications with the MWRD, that the James Park landfill was the "likely source" of the gas observed at high concentration and pressure.

105. Nicor also criticized the City for not testing gas within the James Park Landfill. Nicor concluded its letter by offering to meet with the City to discuss its interrogatories and document production request. Nicor did not offer to meet with the City to discuss the substantive issues addressed in the Administrative Order.

106. In September 2014, the City installed LEL monitors at Dawes Elementary School and the Levy Senior Center with a communication link to the Fire Department. IEPA and MWRD are in agreement with the City that the presence of methane at high concentration and pressure requires ongoing monitoring of whether methane is approaching its lower explosive limit (LEL) of 5% in the basements of Dawes Elementary School and Levy Senior Center. IEPA recommended to the City a type of LEL monitor with the capacity to communicate directly with the Fire Department.

107. Despite Nicor's June 19, 2014 assertion that its "natural gas distribution system is not the source of methane", and that it "found no pipeline system leaks in or around James Park" (Exhibit F), on November 11, 2014 Nicor sent a letter to Evanston acknowledging that a segment of its gas distribution system immediately adjacent to James Park "has a number of leaks", and the pipe had to be retired "for safety purposes". A copy of the November 14 letter is attached hereto as **Exhibit G**.

COUNT I
RCRA INJUNCTION AGAINST NICOR AND COMED

1-107. The City adopts and re-alleges paragraphs 1 through 107 of the Allegations Common to all Counts as Paragraphs 1 through 107 of this Count I.

108. 42 U.S.C. §6972 confers upon any person the right to file suit:

(B) against any person...or past or present owner or operator of a...facility...who has contributed or who is contributing to the past or present handling, storage, treatment...or disposal of any solid or hazardous waste which may present an imminent and substantial endangerment to health or the environment.

109. The City is a "person" under §6903(15) of RCRA.

110. Nicor and ComEd are "persons" under §6903(15) of RCRA.

111. On information and belief, during the period of time that Nicor and ComEd owned and/or operated the Skokie MGP and associated infrastructure, or during the time their corporate predecessors, NGLC and PSCNI, owned and/or operated the Skokie MGP and associated infrastructure, Lowe Process waste oil leaked from the Skokie MGP and associated infrastructure, including gas pipelines in the vicinity of James Park, migrated into soil, groundwater and bedrock, and coats and threatens to penetrate the Dodge Avenue Water Line.

112. On information and belief, as a consequence of the actions of Nicor and ComEd, or their corporate predecessors, NGLC and PSCNI, the Lowe Process waste oil that leaked from the Skokie MGP and associated infrastructure, has biodegraded into methane gas (a Contaminant) that is present at high pressure and concentrations in and around James Park, including Dawes Elementary School and Levy Senior Center,.

113. On information and belief, as a consequence of the actions of Nicor and ComEd, or their corporate predecessors, NGLC and PSCNI, abandoned gas distribution infrastructure, including the 1910 Tunnel and Abandoned Gas Line, serve as conduits for conveying the methane gas produced by the biodegradation of Lowe Process waste oil that is present at high pressure and concentrations in and around James Park, including Dawes Elementary School and Levy Senior Center.

114. On information and belief, as a consequence of the actions of Nicor and ComEd, or their corporate predecessors, NGLC and PSCNI, natural gas (a Contaminant) has leaked from active gas pipelines and associated infrastructure in the vicinity of James Park into soil, groundwater and bedrock, causing the presence of methane at high pressure and concentrations in and around James Park, including Dawes Elementary School and Levy Senior Center.

115. On information and belief, as a consequence of the actions of Nicor and ComEd, or their corporate predecessors, NGLC and PSCNI, abandoned gas distribution infrastructure, including the 1910 Tunnel and Abandoned Gas Line, serve as conduits for natural gas that has leaked from active gas pipelines and associated infrastructure, causing the presence of methane at high pressure and concentrations in and around James Park, including Dawes Elementary School and Levy Senior Center.

116. These released and migrating Contaminants have contaminated soil, groundwater, the Dodge Avenue Water Line and other property owned by the City and other owners of property around James Park, resulting in the presence of Contaminants, including methane, in soil and groundwater, which are solid or hazardous waste as defined in §§6903(5) and (27) of RCRA and regulated by Subchapter III of RCRA and the regulations promulgated or authorized thereunder.

117. In accordance with 42 U.S.C. §6972, on April 17, 2013, the City sent the NOITS, via registered mail with return receipt requested, to Nicor, ComEd, the Administrator of the USEPA, the USEPA Region 5 Administrator, the U.S. Attorney General and the Director of the IEPA. Copies of the proofs of service are attached hereto as **Exhibit G**.

118. On information and belief, Nicor and ComEd, or their corporate predecessors, NGLC and PSCNI, have engaged in the handling, treatment, storage and/or disposal of solid or

hazardous waste in a manner that has contributed to and is contributing to the contamination of James Park, the Dodge Avenue Water Line, Dawes Elementary School, Levy Senior Center and other properties in the vicinity of James Park.

119. On information and belief, Nicor's and ComEd's handling, treatment, storage, and/or disposal of solid or hazardous waste presents, and will continue to present, an imminent and substantial endangerment to public health and the environment as defined in RCRA, which condition will remain until the solid or hazardous waste is removed and/or remediated from James Park, the Dodge Avenue Water Line, Dawes Elementary School, Levy Senior Center and other properties in the vicinity of James Park.

120. On information and belief, Nicor and ComEd, or their corporate predecessors, NGLC and PSCNI, are responsible for the contamination of James Park, the Dodge Avenue Water Line, Dawes Elementary School, Levy Senior Center and other properties in the vicinity of James Park, by failing to properly handle, dispose, contain and abate the solid or hazardous waste present at and released from the Skokie MGP and associated infrastructure, abandoned gas pipelines and active gas pipelines, as required by the applicable hazardous waste management regulations promulgated and authorized pursuant to Subchapter III of RCRA.

121. Since the issuance of the NOITS dated October 20, 2014, no action has been taken by the USEPA Administrator, the USEPA Region 5 Administrator, the U.S. Attorney General or the IEPA Director, which would preclude the City from pursuing a claim under RCRA Section 7002(a)(1)(B).

122. Pursuant to 42 U.S.C. §6972(b)(2)(F), a copy of this Counterclaim and Third-Party Complaint will be served upon the U.S. Attorney General and the USEPA Administrator.

123. This Court has jurisdiction pursuant to 42 U.S.C. §6972(a) of RCRA to enter injunctive relief and to impose any appropriate civil penalties, including:

- a. Restraining and enjoining Nicor and ComEd from allowing continued contamination of James Park, the Dodge Avenue Water Line, Dawes Elementary School, Levy Senior Center and other properties in the vicinity of James Park;
- b. Compelling Nicor and ComEd to take any and all actions necessary to abate the conditions they have caused or contributed to which present an imminent and substantial endangerment to public health or the environment; and
- c. Restraining Nicor and ComEd from taking any actions in violation of RCRA and the regulations promulgated or authorized thereunder.

WHEREFORE, the City prays for judgment in its favor and against Nicor and ComEd as follows:

- A. For a declaration that Nicor and ComEd are liable for the subject contamination under 42 U.S.C. §6972 of RCRA;
- B. For injunctive relief restraining and enjoining Nicor and ComEd from allowing continued contamination of James Park, the Dodge Avenue Water Line, Dawes Elementary School, Levy Senior Center and other properties in the vicinity of James Park, and compelling Nicor and ComEd to take any and all actions necessary to abate the conditions they have caused or contributed to, which present an imminent and substantial endangerment to public health and the environment;

- C. For injunctive relief restraining and enjoining Nicor and ComEd from taking any actions in violation of RCRA and the regulations promulgated or authorized thereunder;
- D. For an award of the City's attorneys' fees, expert costs and costs of suit, and to impose any appropriate civil penalties; and
- E. For such further relief as this Court deems appropriate.

COUNT II
VIOLATION OF HAZARDOUS SUBSTANCES ORDINANCE

1-107. The City adopts and re-alleges paragraphs 1 through 107 of the Allegations Common to all Counts as Paragraphs 1 through 107 of this Count II.

108. James Park, the Dodge Avenue Water Line, Dawes Elementary School, Levy Senior Center and other properties in the vicinity of James Park are located within the City limits.

109. A copy of the City's Hazardous Substances Ordinance is attached hereto as **Exhibit I**. Nicor and ComEd are "persons" as defined in §9-12-1 of the Hazardous Substances Ordinance.

110. Acenaphthene, Benzene Ethylbenzene, Fluoranthene, Naphthalene, Pyrene and Toluene and are listed as toxic pollutants under 40 C.F.R. 401.15, and therefore qualify as "hazardous substances" as defined in §9-12-1 of the Hazardous Substances Ordinance.

111. Benzene, Ethylbenzene Naphthalene, Toluene, Xylenes, Natural Gas, Methane (compressed) and Explosive Substances are listed as hazardous materials under 49 C.F.R. 172.101, Table of Hazardous Materials, and therefore qualify as "hazardous substances" as defined in §9-12-1 of the Hazardous Substances Ordinance.

112. Acenaphthene, Acenaphthylene, Anthracene, Benzene, Benzo(a)anthracene, Benzo(a)pyrene, Chrysene, Dibenzo(a,h)anthracene, Ethylbenzene, Fluoranthene, Fluorine Indeno (1,2,3-cd)pyrene, Naphthalene, Phenanthrene, Pyrene, Toluene and Xylenes are listed as hazardous substances under 40 C.F.R. 302.4, Designation of hazardous substances, and therefore qualify as “hazardous substances” as defined in §9-12-1 of the Hazardous Substances Ordinance.

113. In issuing the Administrative Order, the City’s Fire Chief has determined, through information based on appraisal and assessment from reliable resources, that the presence of methane and natural gas at high concentrations and pressure in and around James Park, and specifically in the vicinity of Dawes Elementary School and Levy Senior Center, is likely to create a significant potential or actual hazard to public health, safety, or welfare or to the environment, and therefore qualify as “hazardous substances” as defined in §9-12-1 of the Hazardous Substances Ordinance.

114. Nicor and ComEd, or their corporate predecessors, NGLC and PSCNI, are persons “owning or in control of any real property from which a hazardous substance is or may be released” pursuant to §9-12-2(A)(4) of the Hazardous Substances Ordinance.

115. Nicor and ComEd, or their corporate predecessors, NGLC and PSCNI, are persons “who owned or had custody or control of the hazardous substance at the time of such release” pursuant to §9-12-2(A)(2) of the Hazardous Substances Ordinance.

116. As a result of the releases of hazardous substances, the City has incurred and will continue to incur removal and abatement costs under §§9-12-1 and 9-12-3 of the Hazardous Substances Ordinance. These costs include, among other things, the cost of consultants and experts to monitor, assess and evaluate the threat of release of hazardous substances, as well as attorneys’ fees.

117. Nicor and ComEd are jointly and severally liable to the City for all costs incurred and to be incurred by the City for removal and/or abatement activity pursuant to §9-12-2(A) of the Hazardous Substances Ordinance.

WHEREFORE, the City prays for judgment in its favor and against Nicor and ComEd as follows:

- A. For a declaration that Nicor and ComEd are liable under §9-12-2 of the Hazardous Substances Ordinance;
- B. For an award of all removal and abatement costs incurred in connection with the release of hazardous substances described herein, including prejudgment interest and attorneys' fees through the trial of this matter; and
- C. For such further relief as this Court deems appropriate.

COUNT III
TRESPASS

1-107. The City adopts and re-alleges paragraphs 1 through 107 of the Allegations Common to all Counts as Paragraphs 1 through 107 of this Count III.

108. Nicor and ComEd have caused and allowed, and continue to cause and allow, Contaminants to migrate and enter onto James Park, the Dodge Avenue Water Line, Levy Senior Center and other City owned properties in the vicinity of James Park.

109. Nicor and ComEd did not have permission, authority or right to allow any Contaminants to enter upon the property owned by the City, and the migration of Contaminants onto property owned by the City is unlawful and without the consent of the City.

110. Notwithstanding Nicor's and ComEd's knowledge that the Contaminants originated from the Skokie MGP and associated infrastructure, their abandoned gas distribution

infrastructure, and their natural gas distribution lines, and migrated and entered onto property owned by the City, contaminating the soil, groundwater, bedrock and structures thereon, and despite demand by the City, Nicor and ComEd have failed to remove or otherwise remediate the contamination on the City owned property.

111. Nicor's and ComEd's actions and omissions have interfered with and continue to interfere with the City's property rights.

112. Nicor's and ComEd's actions and omissions have caused and will continue to cause damage to the City, including, but not limited to, unreimbursed expenses and costs and other violations of the City's rights as owner of its property.

WHEREFORE, the City prays for judgment in its favor and against Defendants as follows:

- A. For injunctive relief restraining and enjoining Nicor and ComEd from allowing continued contamination of the City owned property and compelling Nicor and ComEd to take any and all actions necessary to abate the contamination of the City owned property;
- B. For an award of compensatory and other appropriate damages in amounts to be determined by the evidence at trial and allowed by law;
- C. For an award of punitive damages in an amount deemed appropriate by this Court; and
- D. For such further relief as this Court deems appropriate.

COUNT IV
PRIVATE NUISANCE

1-107. The City adopts and re-alleges paragraphs 1 through 107 of the Allegations Common to all Counts as Paragraphs 1 through 107 of this Count IV.

108. The actions and omissions of Nicor and ComEd constitute a nuisance, which has substantially interfered with the City's use and enjoyment of City owned property.

109. Nicor's and ComEd's actions have caused and will continue to cause damage to the City, including but not limited to unreimbursed expenses and costs, and other violations of the City's property rights as owner of property.

WHEREFORE, the City prays for judgment in its favor and against Nicor and ComEd as follows:

- A. For injunctive relief restraining and enjoining Nicor and ComEd from allowing continued contamination of the City owned property and compelling Nicor and ComEd to take any and all actions necessary to abate the contamination of the City owned property;
- B. For an award of compensatory and other appropriate damages in amounts to be determined by the evidence at trial and allowed by law;
- C. For an award of punitive damages in an amount deemed appropriate by this Court; and
- D. For such further relief as this Court deems appropriate.

COUNT V
PUBLIC NUISANCE

1-107. The City adopts and re-alleges paragraphs 1 through 107 of the Allegations Common to all Counts as Paragraphs 1 through 107 of this Count V.

108. The actions and omissions of Nicor and ComEd constitute a public nuisance, which unreasonably interferes with the public's rights to the use and enjoyment of facilities within the City and with the public's right to be free from exposure to the dangers associated with the Contaminants at issue.

109. Nicor's and ComEd's actions have caused and will continue to cause damage to the general public.

WHEREFORE, the City prays for judgment in its favor and against Nicor and ComEd as follows:

- A. For injunctive relief restraining and enjoining Nicor and ComEd from allowing continued contamination in the City and compelling Nicor and ComEd to take any and all actions necessary to abate the contamination of the City owned property;
- B. For an award of compensatory and other appropriate damages in amounts to be determined by the evidence at trial and allowed by law;
- C. For an award of punitive damages in an amount deemed appropriate by this Court; and
- D. For such further relief as this Court deems appropriate.

COUNT VI
BREACH OF CONTRACT

1-107. The City adopts and re-alleges paragraphs 1 through 107 of the Allegations Common to all Counts as Paragraphs 1 through 107 of this Count VI.

108. On August 20, 1982, the City and Nicor entered into an agreement relating to Nicor's construction, operation and maintenance of a gas distribution system within the City (the "Franchise Agreement"). A copy of the Franchise Agreement is attached hereto as **Exhibit J**.

109. Section 2 of the Franchise Agreement provides, in pertinent part, as follows:

All pipes, mains, conductors and other appliances shall be so located as not to injure unnecessarily any drains, sewers, catch basins, water pipes, pavements or other like public improvements, but should any drain, sewer, catch basin, water pipe, pavement or other like public improvement be injured by such location, [Nicor] shall forthwith repair the damage caused

by such injury to the satisfaction of the Committee on Streets and Alleys, or such other duly authorized agent, as the case may be, and in default thereof the Municipality may repair such damage and charge the cost thereof to, and collect the same from, the Grantee.

110. Nicor's failure to maintain its gas distribution pipes so as to prevent the leakage of natural gas or Lowe Process waste oil into the environment and onto the Dodge Avenue Water Line has damaged City owned property, including James Park, Oakton Street, Dodge Avenue and Levy Senior Center, and caused the City to incur costs to investigate and mitigate such damage.

111. Section 3 of the Franchise Agreement provides, in pertinent part, as follows:

[Nicor] shall indemnify, become responsible for and forever save harmless the [City] from any and all judgments, damages, decrees, costs and expenses, including attorneys' fees, which the [City] may legally suffer or incur, or which may be legally obtained against the [City], for or by reason of the use and occupation of any street, alley, avenue or other public place in the [City] by the Grantee pursuant to the terms of this ordinance or legally resulting from the exercise by the Grantee of any of the privileges herein granted. This indemnity shall extend to and include judgments, damages, decrees, costs and expenses, including attorneys' fees which may be obtained or assessed against the [City] resulting from the [City's] right of supervision and control, whether or not exercised, over the excavation, installation or construction carried forth by [Nicor] under Section 2 of this franchise.

112. The City has incurred damages, costs, expenses and attorney's fees by reason of the placement of pipes in Oakton Street and Dodge Avenue and other locations in the City that have leaked Lowe Process waste oil and natural gas into the environment.

WHEREFORE, the City prays for judgment in its favor and against Nicor as follows:

- A. For injunctive relief restraining and enjoining Nicor from continued breach of the Franchise Agreement;
- B. For an award of compensatory and other appropriate damages in amounts to be determined by the evidence at trial and allowed by law;

C. For such further relief as this Court deems appropriate.

Dated: February 2, 2015

The City of Evanston

By: /s/ Michael S. Blazer
One of its Attorneys

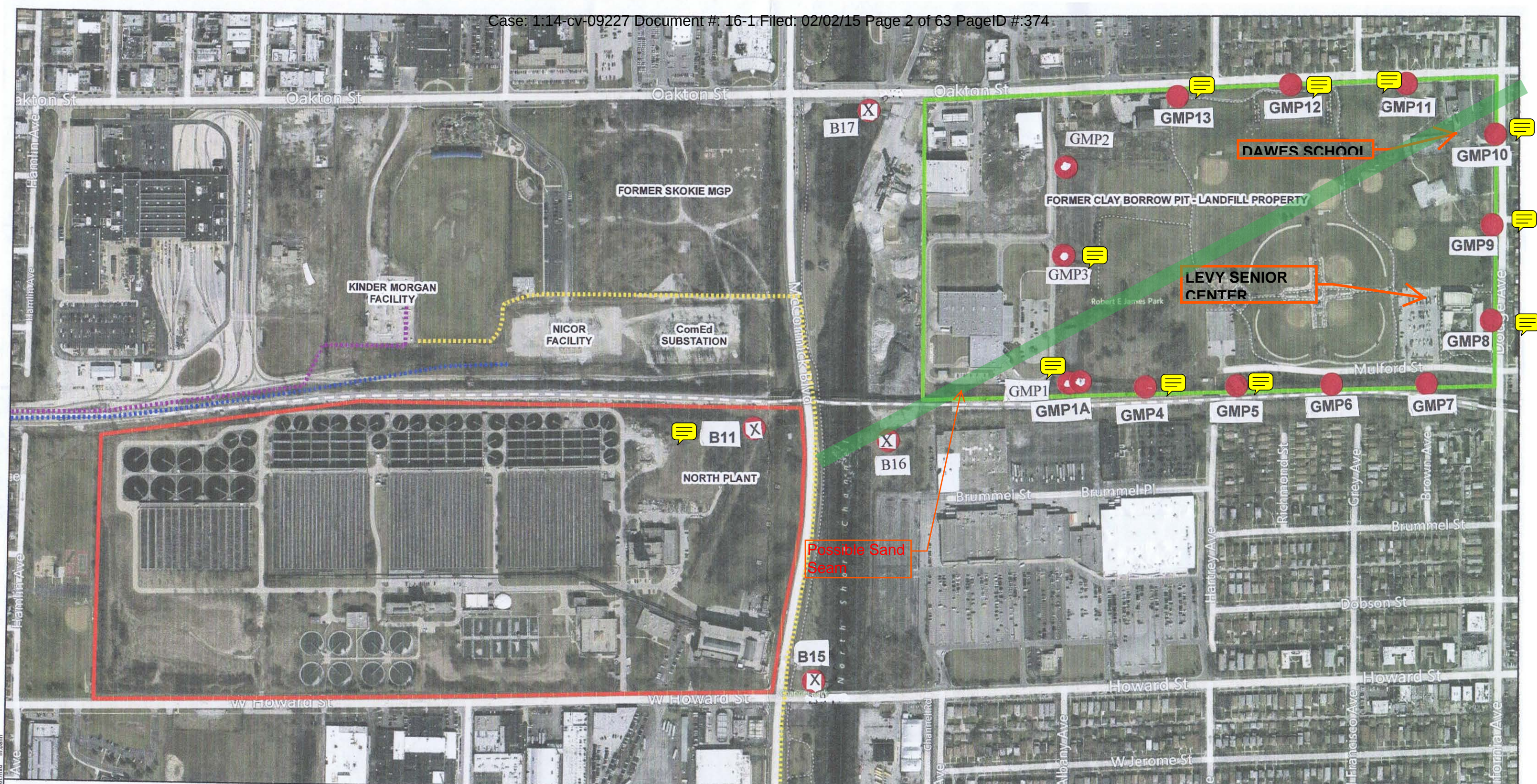
Michael S. Blazer (ARDC No. 6183002)
Jeffery D. Jeep (ARDC No. 6182830)
Jeep & Blazer, L.L.C.
24 N. Hillside Ave, Suite A
Hillside, IL 60162
(708) 236-0830
mblazer@enviroatty.com

CERTIFICATE OF SERVICE

I, Michael S. Blazer, an attorney, hereby certify that on February 2, 2015 I caused a copy of the foregoing COUNTERCLAIM AND THIRD-PARTY COMPLAINT to be served upon all counsel of record via the Court's Electronic Filing system, in accordance with Local Rule 5.9.

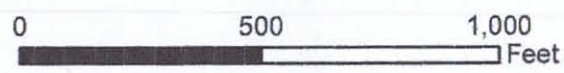
By: /s/Michael S. Blazer

EXHIBIT A



- LEGEND**
- Former Clay Borrow Pit - Landfill Property Boundary (Approximate)
 - Site Boundary
 - Natural Gas Pipeline**
 - People's Gas, Light & Coke Co. Pipeline
 - Kinder Morgan Pipeline
 - Nicor Pipeline

- X Previous soil boring conducted by MWRDGC
- Proposed Gas Monitoring Probe Location
- Recently Completed Gas Probe



METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
NORTH PLANT

FIGURE 1
SITE LAYOUT AND SURROUNDING AREAS



EXHIBIT B

Jeep & Blazer, L.L.C.

Jeffery D. Jeep*
Michael S. Blazer**

24 N. Hillside Avenue
Suite A
Hillside, Illinois 60162
(708) 236-0830
(708) 236-0828 Fax

Web Site:
www.jeepandblazer.com

* Also admitted in Massachusetts
** Also Admitted in New York and Washington

Jeffery D. Jeep
email: jdjeep@enviroatty.com

October 20, 2014

DELIVERY VIA REGISTERED MAIL, RETURN RECEIPT REQUESTED

To:

Commonwealth Edison Company
c/o Corporate Creations Network Inc.
Registered Agent
350 S Northwest Highway 300
Park Ridge, IL 60068
Phone: (773) 649-9240

Exelon Corporation
c/o Corporate Creations Network Inc.
Registered Agent
350 S Northwest Highway 300
Park Ridge, IL 60068
Phone: (773) 649-9240

Northern Illinois Gas Company doing
business as Nicor Gas
c/o Illinois Corporation Service Company
Registered Agent
801 Adlai Stevenson Drive
Springfield, Il 62703-4261
Phone: (217) 492-2700

AGL Resources Inc.
c/o Paul R. Shlanta
Registered Agent
General Counsel
Ten Peachtree Place, N.E.
Atlanta, GA 30309
Phone: (302) 636-5401

Re: Notice of Intent to Sue under RCRA, CERCLA, et al.

THIS IS TO NOTIFY YOU THAT:

1. The undersigned is counsel for, and serves this notice on behalf of:

City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
(the "City" or "Evanston")

2. This Notice is issued to:

Commonwealth Edison Company, an Illinois corporation, Illinois
Secretary of State File No. 07636466 ("**ComEd**");

Exelon Corporation, a Pennsylvania Corporation, Pennsylvania
Secretary of State File Number 2859390 ("**Exelon**");

Northern Illinois Gas Company, an Illinois corporation, Illinois Secretary of State File No. 50814173 (“**Nicor**”); and

AGL Resources Inc., a Georgia corporation, Georgia Secretary of State File Number 961422 (“**AGL**”).

3. **ComEd** and **Exelon** are hereafter referred to collectively as the “**ComEd Companies**.”

4. **Nicor** and **AGL** are hereafter referred to collectively as the “**Nicor Companies**.”

I. INTRODUCTION

5. On information and belief, one or more of the ComEd Companies and Nicor Companies are the corporate successor to Northwestern Gas Light & Coke Company (“**NGLC**”). The corporate history of NGLC is described in **Attachment 1**¹.

6. This Notice pertains to the following waste disposal sites:

- a. The presence of methane gas at high concentrations and pressure around the perimeter of James Park in Evanston, as described in the Order issued on July 3, 2014 (the “Order”) by Evanston’s Fire Chief to ComEd and AGL, enclosed as **Attachment 2**; and
- b. Coal tar present at various locations, including coating a potable water line running along Dodge Avenue in Evanston.

II. FIRST ENDANGERMENT – DISPOSAL OF METHANE GAS

7. James Park is owned by the City and is located at Oakton Street and Dodge Avenue. James Park has a playground for children, eight baseball fields, five soccer/football fields, toboggan hill, six tennis courts, a basketball court, field house and public gardens. For the location of James Park, see Order, Attachment 10, Boring Locations. See also <http://cityofevanston.org/parks-recreation/parks/>

8. Dawes Elementary School is located at 440 Dodge Avenue in Evanston, operated by Evanston/Skokie School District 65, and enrolls approximately 375 students in kindergarten through the fifth grade. For the location of the Dawes Elementary School, see Order, Attachment 10, Boring Locations. See also <http://dawes.district65.net>

9. The Levy Senior Center is located at 300 Dodge Avenue, operated by the City, and offers social services and programs for seniors, including exercise classes and lunch programs. For the location of the Levy Senior Center, see Order, Attachment 10, Boring Locations. See also <http://cityofevanston.org/parks-recreation/levy-senior-center/>

¹ The enclosed CD-ROM contains this letter and the referenced Attachments as an Acrobat PDF file. The PDF file is bookmarked for ease of navigation.

10. From approximately the 1890's until the early 1940's clay was mined from the area now known as James Park. From approximately the 1940's until 1965 the clay mining excavation was filled with what is believed to be non-putrescible solid waste (the "James Park Landfill" or "JPL").

11. In November 2012, the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC") detected methane gas in high concentration (86%) in boring B-11, located to the southwest of the JPL. For the location of boring B-11 in relationship to the JPL, see Order, Attachment 10, Boring Locations. See also August 12, 2014 Memorandum from Thomas Rivera, Illinois Environmental Protection Agency ("IEPA"), enclosed as **Attachment 3** (methane gas encountered in boring B-11 at a concentration of 100% and at pressure that filled a black garbage bag in less than one minute). On November 29, 2012, the MWRDGC advised the City that the James Park Landfill was purportedly the likely source of the methane gas detected in boring B-11. A copy of the November 29, 2012 letter is enclosed as **Attachment 4**.

12. On May 14, 2014, the City informed Nicor that methane gas has been detected at high concentrations and pressure at James Park and that a natural gas transmission line may be the source. Nicor was informed that methane gas was detected at a static pressure of 300 inches in GMP10, a pressure much higher than typically found inside a landfill. GMP10 is located directly east of Dawes School. See Order, Chronology, May 13, 2014, and Attachment 10 for the location of GMP10.

13. The City continues to measure methane gas in high concentrations and pressure in four gas monitoring wells located around the perimeter of James Park, in GMP1 (87%), GMP10 (87%), GMP 19 (85%) and GMP11 (82%). See Boring Map for James Park dated August 18, 2014, Figure 2, enclosed as **Attachment 5**. GMP1 is located at the southwest corner of James Park. GMP10, GMP19 and GMP11 are all located in close proximity to Dawes School. GMP19 is located less than 20 feet from the entrance to the School.

14. Methane gas at the concentrations and pressures detected around the perimeter of James Park and in close proximity to the Dawes Elementary School and Levy Senior Center may present an imminent and substantial endangerment to human health or the environment, within the meaning of 42 U.S.C. § 6972(a)(1)(B). For current references on some of the hazards resulting from leaking natural gas conveyance lines, see:

- a. Combined NBC News and USA Today Investigation, "Hidden Danger" that aired on September 22, 2014, on the risk of explosion presented by deteriorating cast iron gas distribution lines.
- b. September 22, 2014 USA Today report, "Look out below: Danger Lurks Underground From Aging Gas Pipes," enclosed as **Attachment 6**.
- c. September 29, 2010 New York Times article, "California: Death Toll Rises To 8 In Pipeline Explosion [San Bruno, Calif.]", enclosed as **Attachment 7**.
- d. April 2, 2014 New York Times article, "California Utility Indicted on 12 Federal Criminal Charges in 2010 Gas Pipeline Explosion", enclosed as **Attachment 8**.

15. On May 28, 2014, the City advised Nicor that, according to the United States Environmental Protection Agency (“USEPA”), the typical concentration of methane in landfill gas is in the range of 45% - 60%, which means a natural gas pipeline, not the James Park Landfill, is the more likely source of the methane gas detected at concentrations in excess of 85% around the perimeter of James Park. See Order, Chronology, May 28, 2014 and attachments, and USEPA website referenced therein.

16. The Order directed Nicor, to *inter alia* (1) provide the City with documentation with respect to natural gas distribution pipelines that Nicor historically operated, or presently operates, in the vicinity of James Park, and (2) undertake an assessment of whether those structures are the source of the methane gas at issue.

17. On July 29, 2014, Nicor advised the City that it would not comply with the Order, claiming that the James Park Landfill, not its gas distribution lines, is the source of the methane gas detected at high concentrations and pressure around the perimeter of James Park. See July 29, 2014 letter from Nicor to the City, enclosed as **Attachment 9**.

18. Since May 2014, the City’s Fire and Life Safety Services has been monitoring methane gas as a percentage of its lower explosive limit in the basements of Dawes Elementary School, the Levy Senior Center and other locations.

A. CONTRIBUTOR TO THE ENDANGERMENT PRESENTED BY DISPOSAL OF METHANE GAS

19. On information and belief, the documentation with respect to natural gas distribution pipelines that Nicor historically operated, or presently operates, in the vicinity of James Park reflects that they were installed in the early part of the twentieth century, or earlier, and were constructed of cast iron. See Order, Chronology, February 16, 1910, April 22, 1910, January 23, 1911, August 20, 1969 and December 17, 1969, and attachments referenced therein (describing cast iron gas distribution pipes installed in the vicinity of James Park by NGLC or Nicor under the North Shore Channel and along Oakton Street).

20. Nicor has publicly acknowledged that its cast iron gas distribution pipes are prone to leakage, endanger public safety, and must be replaced within the next four years. Nicor has developed a “Qualified Infrastructure Plan” and “Distribution Integrity Management Program” which, according to Nicor, are “designed to, among other things, identify threats, evaluate and rank risks, and to identify and implement measures to address risks.” See Northern Illinois Gas Company d/b/a Nicor Gas Company, Application for Approval of a Tariff pursuant to Section 9-220.3 of the Public Utilities Act, April 7, 2014, Case Number: 14-0292, enclosed as **Attachment 10**. See also Northern Illinois Gas Company d/b/a Nicor Gas Company, Application for Approval of a Tariff pursuant to Section 9-220.3 of the Public Utilities Act, Illinois Commerce Commission Case No. 14-0292, Final Order (July 30, 2014), p. 4, enclosed as **Attachment 11**.

21. The James Park Landfill, which closed in 1965 and did not receive putrescible waste, is not the cause of the methane gas at issue, which is detected at (a) concentrations in excess of 85%, (b) at a static pressure of up to 300 inches, and (c) in the vicinity of Nicor’s aged cast iron gas distribution pipelines, which (d) Nicor admits are prone to leakage, endanger public safety and must be replaced.

22. On information and belief, as of July 29, 2014 when it refused to comply with the Order, Nicor knew or should have known that the source of the methane gas at issue is leakage from its aged gas distribution line(s) in the vicinity of James Park, not the James Park Landfill.

23. Leakage from aged gas distribution line(s) in the vicinity of James Park presents an imminent and substantial endangerment to public safety, specifically occupants, visitors, guests, teachers, parents, students and seniors at James Park, Dawes Elementary School and Levy Senior Center.

24. The City's retained geotechnical engineer has conducted an analysis to confirm the source of the methane gas at issue. That analysis evaluated the following three sets of data:

- a. Comparison of pressure and concentrations of methane taken from wells around the perimeter of James Park with the pressure and concentrations of methane in monitor wells installed in the JPL;
- b. Comparison of the detailed chemistry from samples taken from wells around the perimeter of James Park with the detailed chemistry of samples taken from wells in the JPL, to determine whether the chemistry of the perimeter samples is consistent with landfill gas; and
- c. Comparison of the relative age of samples taken from wells around the perimeter of James Park with the relative age of samples taken from wells in the JPL, to determine whether the age of the gas in the perimeter wells is similar to the age of the gas taken from the wells in the JPL.

25. All three data sets confirm that leakage from gas pipeline(s), and not the JPL, is the source of the methane gas at issue.

1. Comparison of Methane Concentrations and Pressure

26. Methane gas is found in high concentrations and pressure in wells installed around the JPL. Additional wells were installed around the perimeter of James Park near wells exhibiting methane at high concentrations and pressure. Two wells were installed in waste, GMP18 and GMP17, as close as possible to those perimeter wells exhibiting methane at high concentrations and pressure, GMP10 and GMP1.

27. If the JPL were the source of the methane gas at issue, methane should be present at comparatively high concentrations and pressure in GMP17 and GMP18. The concentrations and pressures measured in the wells installed in the JPL are in fact *several orders of magnitude less* than those measured in the wells installed around the perimeter of James Park. The methane concentration and pressure data confirms that the methane gas at issue is caused by leakage from gas pipeline(s), and not the JPL.

2. Detailed Chemistry

28. Chemistry tests were performed on samples taken from wells around the perimeter of James Park and from the two wells installed in the JPL. If the JPL were the source of the

methane gas at issue, the “chemical fingerprint” of gasses found in the two sets of chemistry data should be consistent with each other.

29. Instead, the concentrations and pressures measured in the wells installed in the JPL are *several orders of magnitude less* than those measured in the perimeter wells installed around James Park. The chemistry data further confirms that the methane gas at issue is caused by leakage from gas pipeline(s), and not the JPL.

3. Relative Age Dating of Methane Gas Using Carbon 14 Testing

30. In addition to the detailed chemistry testing of gasses from wells installed on the perimeter of James Park and in the waste in JPL, isotopic and Carbon 14 (“C14”) testing was performed on separate samples from these wells.

31. The C14 testing confirms that gasses collected from the wells installed around the perimeter of James Park are *orders of magnitude older* than gasses collected from waste within the James Park Landfill. The analysis of the age data also confirms that the methane gas at issue is caused by leakage from gas pipeline(s), and not the JPL.

B. Gas Pipelines in the Vicinity of James Park

32. At a meeting on June 2, 2014, the City provided Nicor with an overview of data relating to the JPL. The City requested that Nicor produce documents describing the tunnel constructed under the North Shore Channel in 1910 and other gas pipelines in the vicinity of the JPL, which Nicor agreed to do.

33. Since the June 2, 2014 meeting with Nicor, the City has identified the location of other gas lines in the vicinity of the JPL, apart from the 1910 Tunnel:

- a. A 24-inch gas main 5 feet below the surface of the Channel, *circa* 1968. See November 11, 1968, Drawing 2 of 4, prepared by the Northern Illinois Gas Company, enclosed as **Attachment 12**.
- b. A 48" abandoned gas main located approximately 300 feet west of GMP1 and GMP1A. See Mulford Street Sewer Plan and Profile, Drawing No. 5221D-RS26 R1, dated February 1991. See **Attachment 13** hereto depicting location of “48” Exist. Gas Main (Abandoned)” and **Attachment 14** hereto depicting the location of the abandoned gas main in relation to GMP1.
- c. Another channel/tunnel crossing due west of the 48” abandoned gas main at Mulford Street. See **Attachment 14** hereto, depicting the location of the tunnel/channel going to the MWRDGC system. On information and belief, the 48” main is of the type that would have been used in the early twentieth century to convey methane gas at low pressure, such as the methane produced by the Skokie Manufactured Gas Plant (“MGP”) located west of the channel and the crossing at Mulford Street. The City is informed and believes that NGLC, and its successors, owned and operated the Skokie MGP from approximately 1910 to 1950.

- d. Evanston's Water Division has observed a pipeline along Dodge Avenue. See **Attachment 15** hereto, depicting a length of pipe as a [blue line](#), running north and south along Dodge Avenue.

34. Since June 2, 2014, Nicor has refused to comply with the Order and has refused to provide documents to the City with respect to historic or operating gas lines in the vicinity of James Park.

II. SECOND ENDANGERMENT – DISPOSAL OF COAL TAR

35. In August 2014, the City's consultant observed work that was being performed by the City's Water Division on the west side of Dodge Avenue at Kirk Street to repair a water line break that had occurred at the intersection of Mulford Avenue, in the vicinity of Dawes Elementary School and Levy Senior Center (the "Dodge Avenue Water Line"). See **Attachment 15** hereto, depicting, in blue shading, the location of the August 12, 2014 excavation. The Dodge Avenue Water Line conveys potable water to residents of the City.

36. The Dodge Avenue Water Line is approximately 5 feet below the location of a 12-inch diameter gas pipeline. The Water Division has had to repair numerous breaks in the Dodge Avenue Water Line. The Dodge Avenue Water Line beneath the gas pipeline has become coated with a black crust. This condition is present at multiple locations along Dodge Avenue. See **Attachments 15** and **16** hereto, depicting the locations where the gas pipeline has been encountered since at least 2004. See also **Attachment 15** hereto, depicting, in purple shading, the location where the gas pipeline was observed during an excavation in August 2014. Photographs of the August 2014 excavation, black water in the bottom of the excavation, the water pipe and the black crust are enclosed as **Attachment 17**.

37. Testing of a sample of the crust material reveals that the material matches identically with the chemical make-up of coal tar produced by MGPs.

38. The following facts demonstrate that that the pipeline at Dodge Avenue is the source of the black coal tar crust:

- a. There is a perfect match between the compounds detected in the black crust and compounds known to be present in coal tar;
- b. The gas pipeline at Dodge Avenue is located approximately five feet above the Dodge Avenue Water Line;
- c. The soil between the black crust and the gas pipeline at Dodge Avenue is stained black, similar in appearance to the color of the black crust;
- d. The Water Division has encountered the black crust at other locations when performing repairs on the Dodge Avenue Water Line; and
- e. Black groundwater was observed oozing into GMP10, which is located immediately west of the August 2014 excavation. Laboratory analysis of the groundwater revealed the same compounds found in the analysis of the black crust.

III. CONCLUSION

39. On information and belief, the handling, storage, treatment or disposal of solid or hazardous waste, namely natural gas, has caused hazardous substances to be present in soil and groundwater in James Park and Dodge Avenue.

40. On information and belief, methane gas is present in concentrations and pressure (greater than 85% methane and at static pressure as high as 300 inches) that present a risk of a catastrophic explosion, and may present an imminent and substantial endangerment to human health and the environment.

41. On information and belief, hazardous substances are present in the black coal tar crust at levels in excess of soil saturation levels (abundant levels of free product) and in excess of soil remediation objectives established by the IEPA, and may present an imminent and substantial endangerment to human health and the environment.

42. On information and belief, the black coal tar crust has caused levels of hazardous substances to be present (a) in groundwater in excess of groundwater remediation objectives established by IEPA and (b) above construction worker exposure standards established by IEPA, and may present an imminent and substantial endangerment to human health and the environment.

43. On one or more occasions, the particulars of which are not presently known to the City, but occurring as early as 1910 and as recently as the present, one or more of the persons or entities to whom this Notice is directed has caused or allowed the release of a solid or hazardous waste or hazardous substances within the meaning of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, *et seq.* ("RCRA") and the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"), respectively, into the soil and groundwater of James Park, Dodge Avenue and other locations in Evanston.

44. As a result of such releases, soils and groundwater at James Park, Dodge Avenue and other locations in Evanston have become contaminated by, or are threatened to be contaminated by, solid or hazardous wastes or hazardous substances.

45. The parties to whom this Notice is directed have contributed or are contributing to the past or present handling, storage or disposal of substances which are solid waste or hazardous waste, within the meaning of RCRA.

46. The parties to whom this notice is directed have disposed of solid or hazardous waste through leaks of methane gas into soil and groundwater from gas distribution pipelines that the ComEd Companies or Nicor Companies have historically operated, or presently operate, in the vicinity of James Park.

47. The parties to whom this notice is directed have disposed of solid or hazardous waste through leaks of coal tar from gas distribution pipelines that the ComEd Companies or Nicor Companies have historically operated, or presently operate, in the vicinity of James Park and in Dodge Avenue.

48. The presence of the described unconfined waste disposal sites, and the contamination of the soils and groundwater at James Park, Dodge Avenue and other locations in Evanston, may present an imminent and substantial endangerment to human health or the environment, within the meaning of 42 U.S.C. § 6972(a)(1)(B).

49. The City intends to file suit against each of the persons and entities to whom this Notice of Intent to Sue is directed pursuant to Section 7002(a)(1)(B) of RCRA, 42 U.S.C. § 6972(a)(1)(B), as well as under applicable common law and equity.

50. The City has incurred necessary response costs, within the meaning of CERCLA, including, but not limited to (a) the cost of investigation of the release or threat of release of hazardous substances at James Park, Dodge Avenue and other locations in Evanston, and (b) the cost of the City's Fire & Life Safety Services monitoring of methane gas in the basements of Dawes Elementary School, the Levy Senior Center and other locations in Evanston.

City of Evanston

By: 

Jeffery D. Jeep
One of Its Attorneys

Jeffery D. Jeep
Jeep & Blazer, L.L.C.
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(708) 236-0830
jdjeep@enviroatty.com

cc: **REGISTERED MAIL, RETURN RECEIPT REQUESTED**

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Administrator
United States Environmental Protection Agency
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Springfield, IL 62794-9276

EXHIBIT C

July 3, 2014

**DELIVERY VIA REGISTERED MAIL, RETURN RECEIPT
REQUESTED**

Beth Reese, President
Northern Illinois Gas Company doing business as Nicor
Gas
1844 Ferry Road
Naperville, IL 60563



John W. Somerhalder, Chairman, President and Chief Executive Officer
AGL Resources, Inc.
Ten Peachtree Place, N.E.
Atlanta, GA 30309

Paul R. Shlanta, General Counsel and Chief Compliance Officer
AGL Resources, Inc.
Ten Peachtree Place, N.E.
Atlanta, GA 30309

Upon discovery of elevated levels of Methane below James Park in Evanston, my priority concern has been the safety of our residents and those who utilize James Park for recreational purposes.

The City of Evanston, Illinois previously notified your subsidiary company, Nicor, and convened a meeting with Nicor representatives to discuss elevated methane readings at James Park and its environs in the City of Evanston. To this date, despite the City's many requests, Nicor, through its staff attorney, refuses to produce all relevant information related to the City's investigation regarding these elevated methane readings. A chronology of our communications is enclosed as **Attachment 1**.

Nicor, as a subsidiary entity of AGL, is the repository of documents relevant to the methane issues present at James Park. This order is being issued to AGL in its capacity as the parent company of Nicor. Thus any reference to Nicor in this order shall also refer to AGL. Also, any reference to Nicor includes its predecessors, including, but not limited to, Northwestern Gas Light & Coke Company and Public Service Company of Northern Illinois. An information copy of this Order is being provided to Commonwealth Edison Company, which is also a corporate successor to Northwestern Gas Light & Coke Company and Public Service Company of Northern Illinois.

The City of Evanston is a home rule municipality pursuant to Article VII, Section (6)a of the Illinois Constitution of 1970. It is undisputed that, "a home rule unit may exercise any power and perform any function pertaining to its government and affairs..." As a home rule unit, the City of Evanston's powers shall be construed liberally, and its ordinances are

presumed constitutional. *Scadron v. City of Des Plaines*, 153 Ill.2d 164 (1992). The City's ordinance set forth below further codifies its duty to safeguard the health, safety, and welfare of City residents.

The City of Evanston Code, section 9-12-2, provides in pertinent part:

9-12-2. LIABILITY FOR HAZARDOUS SUBSTANCE INCIDENT REMOVAL OR ABATEMENT COSTS.

(A) The Fire and Life Safety Services Department is authorized to remove or abate the effects of any hazardous substance incident involving the actual or threatened hazardous material 1) upon or into property or facilities in the City or along its lakefront or 2) pursuant to any mutual aid box alarm system (MABAS) agreement in effect, it being understood that such aid will be rendered outside the City limits. The following described persons shall be jointly and severally liable a) to the City for the payment of all costs incurred by the City as a result of such removal and/or abatement activity, and b) to any member unit of the MABAS agreement rendering aid to the City pursuant to said agreement.

1. The person or persons whose negligent, reckless, or willful act or omission proximately caused such release; and
2. The person or persons who owned or had custody or control of the hazardous substance at the time of such release, without regard to fault or proximate cause; and
3. The person or persons who owned or had custody or control of the container, transport vehicle, or transport vessel which held such hazardous substance at the time of, or immediately prior to, such release, without regard to fault or proximate cause; and
4. **Any person owning or in control of any real property from which a hazardous substance is or may be released.** [emphasis added]

(B) In the event that any person undertakes, voluntarily or upon order of the Fire Chief remove or abate the effects of any actual or threatened hazardous substance release upon or into any property or facility in the City, or along its lakefront, the Fire Chief may take such action as is necessary to supervise or verify the adequacy of the removal or abatement. The person(s) described in subsections (A)1 through (A)4 of this Section shall be liable to the City for all costs incurred as a result of such supervision or verification. Pursuant to 49 CFR 172.101, methane is listed as a DOT hazardous material. And, given the elevated readings of methane at James Park (which includes the Levy Senior Center and Dawes Elementary School within the immediate vicinity), I declare that methane is a hazardous substance given the totality of the particular facts and circumstances pursuant to City Code Section 9-12-1. It is critical to the City's investigation that Nicor discharge its obligations pursuant to statute, as well as those of good faith and fair dealing by producing all documents demanded below.

Accordingly, as provided by the Code sections set forth and the City's home rule authority, **I hereby ORDER:**

Nicor shall provide all documentation regarding, inter alia:

1. All structures used in the past (1910 tunnel and 1910 24" line) and currently used (1969 24" main) in connection with the conveyance of manufactured or natural gas under the North Shore Channel in Evanston and Skokie, Illinois, including, but not limited to, Northern Illinois Gas Company Drawing dated June 17, 1967, Sheet 1 of 4, Sheet 3 of 4 and Sheet 4 of 4;
2. All chemical additives to natural gas transmitted through its system, including the manner, method and location of introduction;
3. All constituents, other than, methane contained in the natural gas transmitted through its system, including average ranges of concentration;
4. All repairs to its system within a 1 mile radius of James Park within the last 20 years;
5. Any and all subsurface structures at the Skokie Manufactured Gas Plant at a depth below ground surface at or greater than 25 feet; and
6. Any and all documents relating to the on-site and off-site disposal of waste from the Skokie Manufactured Gas Plant at locations within a 1 mile radius of the intersection of Oakton Street and McCormick Boulevard.

As provided by the Code sections set forth and the City's home rule authority, I hereby further ORDER:

1. NICOR undertake an assessment and evaluation of whether subsurface structures owned or operated by Nicor, including, but not limited to, the past (1910 tunnel and 1910 24" line) and currently used (1969 24" main) in connection with the conveyance of manufactured or natural gas under the North Shore Channel in Evanston and Skokie, Illinois, as depicted in the Northern Illinois Gas Company Drawing dated June 17, 1967, Sheet 2 of 4, are a source and means of conveyance of the methane gas detected at high concentrations and pressure in borings B-11, on MWRDGC property, and GMP1 – GMP13 around the perimeter of James Park; or
2. Whether such subsurface structures are a means of conveyance for manufactured gas, natural gas or methane from another source; and
3. To provide all documents reviewed and relied upon by Nicor in undertaking these assessments and evaluations, including, but not limited to, the documents specified in Paragraphs 1 – 5 of this Order, above.

Nicor shall produce all documents requested in Paragraph 1 – 5, above, to the City of Evanston Corporation Counsel by close of business on July 15, 2014.

Nicor shall produce the assessments and evaluations required by this Order to the City of Evanston Corporation Counsel by close of business July 25, 2014.

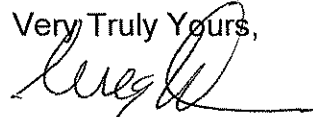
The City, and not Nicor, will be the judge of whether the documents produced, and assessments and evaluations performed, comply with the terms of this Order. In light of the circumstances, specifically the detection of methane gas at high concentration and pressure in the vicinity of James Park, and specifically near Dawes Elementary School and

the Levy Senior Center, strict compliance with the deadlines in this Order are required.

Nicor must supplement its response(s) to this Order if, after submission of your response(s), additional information should later become known or available. Should Nicor find at any time after the submission of its response that any portion of the submitted information is false, inaccurate or misrepresents the truth, Nicor shall notify the City of Evanston Corporation Counsel as soon as possible.

The City reserves all rights at law and equity against Nicor and ComEd in the event Nicor fails to fully comply with the terms of this Order. This includes, but shall not be limited to, relief under federal and state laws, rules and regulations.

Very Truly Yours,



Greg Klaiber
Fire Chief, City of Evanston

Encl.

Cc w/out Encl: The Honorable Elizabeth Tisdahl, Mayor
 Wally Bobkiewicz, City Manager
 W. Grant Farrar, Corporation Counsel
 M. Partee, Staff Attorney, Nicor
 D. Decker, Assistant General Counsel, Commonwealth Edison
 Company

CHRONOLOGY OF TUNNEL UNDER THE NORTH SHORE CHANNEL,
CORPORATE HISTORY OF NORTHWESTERN GAS LIGHT & COKE COMPANY &
COMMUNICATIONS BETWEEN THE CITY OF EVANSTON AND NICOR

Date	Event	No.
1871	Northwestern Gas-Light & Coke Company ("Northwestern Gas") erected the Manufactured Gas Plant site ¹ at Oakton Street and McCormick Boulevard in present day Skokie (the "Skokie MGP").	
1894	Charles G. Dawes ² forms Northwestern Gas.	
1907	Commonwealth Electric Company and Chicago Edison Company merged ³ to form Commonwealth Edison Company (ComEd).	
02/16/1910	Chicago Sanitary District (referred to collectively with the MWRDGC as the "District") and Northwestern Gas enter into agreement authorizing Northwestern Gas to construct a tunnel under the North Shore Channel (the "Tunnel" and "Channel", respectively).	1
04/22/1910	Drawings of the Channel are prepared by or for the District. The drawings denote a "proposed culvert," which may refer to the Tunnel. The drawing depicts a mining operation at what is now James Park and across Oakton Street.	2
05/25/1910	Northwestern Gas commences construction of the Tunnel under the Channel.	1
07/10/1910	Northwestern Gas completes construction of the Tunnel under the Channel.	1
01/23/1911	A drawing for a proposed water line along Oakton Street depicts the then constructed Tunnel, pipes leading to the Skokie MGP and the Skokie MGP.	3
1949	Sometime prior to 1950, Cicero Gas Company and Northern Illinois Utilities, Inc. were consolidated with Northwestern Gas (and perhaps other companies). Thereafter, the corporate name of Northwestern Gas was changed to Public Service Company of Northern Illinois ("PSCNI").	4
1953	PSCNI merged ⁴ with ComEd.	
1954	ComEd created ⁵ Northern Illinois Gas Co (Nicor) to own and operate its gas properties.	

¹ Source: http://www.livingplaces.com/IL/Cook_County/Evanston_City.html.

² Source: http://evanstonhistorymaven.blogspot.com/2011/02/dawes-house-home-of-renaissance-man_05.html.

³ Source: <http://www.fundinguniverse.com/company-histories/unicom-corporation-history/>.

⁴ Source: <http://www.fundinguniverse.com/company-histories/unicom-corporation-history/>.

⁵ Source: <http://www.fundinguniverse.com/company-histories/unicom-corporation-history/>.

CHRONOLOGY OF TUNNEL UNDER THE NORTH SHORE CHANNEL,
CORPORATE HISTORY OF NORTHWESTERN GAS LIGHT & COKE COMPANY &
COMMUNICATIONS BETWEEN THE CITY OF EVANSTON AND NICOR

Date	Event	No.
08/20/1969	The District approves a "Right-of-Entry" and easement for Nicor to replace the Tunnel, referred to as the "present system installed in 1910," with a new 24-inch gas main. Nicor was to "disconnect, purge and abandon the old gas pipe line and fill the tunnel shafts with crushed stone." The new 24-inch gas main was to be located "five feet below the designed bottom of the Channel, supported by bolted concrete weights." The pipeline was to extend for a distance of approximately 550 linear feet underneath District land and occupy a width of 25 feet. Nicor was to make application for permits to the State of Illinois and United States Army Corp. of Engineers.	5
12/17/1969	Nicor prepares two drawings that depict the 24-inch gas main 5' below surface of the Channel and the Tunnel that is "to be retired."	6
10/12/1982	A District drawing depicts and describes the Tunnel as 7'-0" x 6' - 6" Gas Pipe Tunnel (Abandoned) Top El. -35 ±, located west of the Channel, South of Oakton Street, North of the District's property line, approximately 25 feet south of North Line of the NW 1/4 Sec. 26-41-13, and proceeding east to the edge of drawing to a point north of the then Monarch Asphalt Company.	7
06/22/1993	Nicor requests the District extend the easement for the 24-inch gas main 5' below the surface of the Channel. The request notes that the agreement with the District with respect to the 24-inch gas main expired on 7/9/89. Nicor requested a permanent easement as, "It is anticipated that [Nicor] will continue to require these facilities into the foreseeable future." Nicor refers to District File "E-112 (92W133)".	8
03/28/1994	J. Murray, an Attorney at the District, writes an Interoffice Memorandum to the District's Engineering Department concerning the request by Nicor to renew the easement, including the easement for the Tunnel.	9
07/20/2007	ComEd and Nicor enter into a "Memorandum of Understanding" allocating costs associated with MGPs operated by corporate predecessors, including Site No. 21 identified on Exhibit A as an MGP operated by Northwestern Gas Light & Coke Company at Oakton St. & McCormick Blvd. in Skokie, IL (Nicor being responsible for 51.73% and ComEd being responsible for 48.27%). ComEd and Nicor enter into a definitive agreement on 01/03/2008.	
5/13/2014	Attorney Jeep, counsel for the City of Evanston, alerts Attorney Partee, in-house counsel at Nicor, to the presence of methane at high concentration and pressure at James Park and that a natural gas transmission line may be a source.	10
5/14/2014	Attorney Partee sends an email to Attorney Jeep asking whether the City smells mercaptan in the gas at James Park.	11

CHRONOLOGY OF TUNNEL UNDER THE NORTH SHORE CHANNEL,
CORPORATE HISTORY OF NORTHWESTERN GAS LIGHT & COKE COMPANY &
COMMUNICATIONS BETWEEN THE CITY OF EVANSTON AND NICOR

Date	Event	No.
5/14/2014	Attorney Jeep spoke with Attorney Partee at Nicor. Partee confirmed that Nicor does not have a gas leak (explaining that Nicor has conducted a "leak survey"). Partee also stated that, while there are pipes in the vicinity, there are no pipes in the Park. Nicor is checking with two other companies that have gas pipes in the vicinity of the Park: Peoples Gas and Natural Gas Pipeline Company of America (NGPL-Kinder Morgan).	
5/15/2014	Attorney Jeep provides Attorney Partee with drawings of City sewers. (Attachment 12) Attorney Jeep sends an email to Attorney Partee asking whether Nicor has drawings of the Peoples Gas and NGPL-Kinder Morgan transmission lines. (Attachment 13) Attorney Partee replies that a Nicor engineer or field expert will contact the City's engineer on 5/16/14. (Attachment 14) Attorney Jeep provides Attorney Partee with the contact information for Dave Hendron, the City's engineer. (Attachment 15)	12, 13, 14 & 15
05/16/2014	Attorney Jeep provides Attorney Partee with a drawing, which depicts a Peoples Gas interstate transmission line west of McCormick Boulevard and informs Partee that the City's engineer, Dave Hendron, has not heard from a Nicor engineer. Attorney Jeep explains that Hendron would like to discuss the possibility of a relationship between this gas line and the concentrations of methane at James Park. Attorney Jeep also requests drawings of gas lines in the vicinity of James Park. (Attachment 16)	16
05/21/2014	Ken Nance, Director, Regional Operations at Nicor, sends drawings of Nicor lines in the vicinity of James Park to Dave Hendron. (Attachment 17) Greg Stiglic, at Nicor, sends an email to Hendron describing the pressure within the Nicor lines. (Attachment 18)	17 & 18
5/22/2014	Attorney Jeep transmits to Attorney Partee the results from the samples collected around the parameter of James Park (Attachment 19) and a sample location map, as well information on the upcoming City Council meeting. (Attachment 20) In a telephone conversation, Attorney Jeep explained James Park is on the agenda for City Council meeting on 5/27 and that, if asked, Dave Hendron will state the data is not consistent with compounds typically found in landfill gas. Jeep stated that the City continues to discuss this issue with Peoples Gas (and provided Attorney Partee with the contact information for Todd Duffield). Partee asked whether Hendron has discussed this issue with an engineer at Nicor. Jeep replied that apart from receiving the drawings, Hendron has not had any discussions with an engineer at Nicor. Partee stated that an engineer at Nicor would call Hendron.	19 & 20
05/27/2014	Attorney Jeep forwarded to Attorney Partee the data the City provided to IEPA and District and requests that questions concerning the data be directed to Dave Hendron.	21

CHRONOLOGY OF TUNNEL UNDER THE NORTH SHORE CHANNEL,
CORPORATE HISTORY OF NORTHWESTERN GAS LIGHT & COKE COMPANY &
COMMUNICATIONS BETWEEN THE CITY OF EVANSTON AND NICOR

Date	Event	No.
05/28/2014	Attorney Jeep forwards to Attorney Partee an article that appeared in "Evanston Now" and the link to City's website that discusses the issue at James Park: http://www.cityofevanston.org/news/2014/05/draft-james-park/ (Attachment 22) Attorney Jeep sends an email to Attorney Partee requesting a meeting at the Civic Center between the City and Nicor, enclosing another copy of the email sent on 5/27/14, which included methane concentrations in GMP-1 and GMP-10, 87.35% and 83.89%, respectively. Attorney Jeep enclosed another copy of the USEPA's description of the concentration of methane in typical landfill gas (45%-60%). Attorney Jeep further stated the City believes it is appropriate for technical representatives of the City, Nicor and Peoples Gas to meet to discuss the possibility that a transmission line(s) is a source of the methane gas at James Park. (Attachment 23)	22 & 23
05/29/2014	In anticipation of the meeting between the City and Nicor, Attorney Jeep provides Attorney Partee with a map of James Park and locations around the Park that are being reviewed, or have been reviewed, by the City as a potential source of the methane detected at James Park. Attorney Jeep also encloses a Phase II Report prepared by Tetra Tech on behalf of the District, and notes that Appendix F contains documents obtained by FOIA, including the Soil Boring Data at James Park.	24
05/30/2014	Richard Lanyon, an Evanston resident, former Alderman, current chair of the Utilities Commission and General Superintendent (Retired) of the District, provided the 1910 Meeting Minutes (Attachment 1) to David Stoneback, Utilities Director, City of Evanston.	
06/02/14	The City meets with Nicor. Hendron provides an overview of data and data gaps, including the importance of locating documents relating to the Tunnel. Hendron states the City has not ruled out a natural gas transmission line, natural geology and the landfill in James Park as potential sources of the methane detected at the Park. Hendron notes that the detection of methane at high concentration and pressure is not consistent with landfill gas being the source. The District meeting minutes (provided by Richard Lanyon) were discussed. Partee and Nance stated that they were unaware of the Tunnel or any other gas line running under the North Shore Channel. The Nicor handout (Attachment 25), which depicted Nicor transmission lines, did not depict a transmission line under the North Shore Channel. After the meeting, Attorney Jeep emailed the District meeting minutes to Attorney Partee. (Attachment 26)	25 & 26
06/03/14	The City submits a FOIA request ⁶ to the District regarding the Tunnel.	

⁶ The City has also submitted a FOIA requests for documents regarding the tunnel to IDOT, IDNR, IEPA, USDOT and ACOE. The City has also contacted the Village of Skokie with respect to documents regarding the tunnel. The City has also submitted FOIA requests to the Illinois Secretary of State for documents relating the following entities: Cicero Gas Company, Commonwealth Edison Company, Middle

CHRONOLOGY OF TUNNEL UNDER THE NORTH SHORE CHANNEL,
CORPORATE HISTORY OF NORTHWESTERN GAS LIGHT & COKE COMPANY &
COMMUNICATIONS BETWEEN THE CITY OF EVANSTON AND NICOR

Date	Event	No.
06/03/14	Attorney Jeep submits written requests for information regarding the Tunnel to ComEd and Nicor, which included an earlier version of this Chronology.	27
06/04/14	In telephone conversation with Attorney Jeep, Attorney Partee states, <i>inter alia</i> , the Tunnel would not have been in use in 1954, when Northern Illinois Gas Company was created.	28
6/4/14	Attorney Partee responds to the request for documents by Attorney Jeep. Nicor will respond to the request during the week of June 9 and adds, "It's a very long shot that 1910 era records would have traveled through all of those companies to NiGas because the tunnel was taken out of service before NiGas began to serve Evanston (if the tunnel was ever constructed in the first place)."	29
6/6/14	Attorney Jeep responds to the email from Attorney Partee dated 6/4/14, stating it is the City's position that, absent information and data demonstrating the Tunnel was taken out of service, the Tunnel may (1) be a conduit of methane gas from an unknown source or (2) be both a source and a conduit of methane gas. To rule out (1) and (2), "taken out of service" must mean that the Tunnel was filled in and the pipe(s) that ran through it were disconnected or other steps were taken to properly close-out the Tunnel. Since Nicor has not provided any information about the Tunnel, the City will not assume that the Tunnel has been "taken out service" in a manner that rules out scenarios (1) and (2). With respect to Attorney Partee questioning whether the Tunnel was ever constructed, Attorney Jeep states that the City assumes the 7/10/1910 minutes of the Engineering Committee are accurate and that Tunnel was in fact constructed. (Attachment 30)	30 & 31
	Attorney Partee responds to the 6/6/14 email from Attorney Jeep, by stating, "We'll let you know what we have regarding when the tunnel was taken out of service, but it's wild speculation that the tunnel has anything to do with the gas at James Park" (140606 Partee 1.pdf), to which Attorney Jeep responded, "Lets address the issue with facts, not hyperbole." (Attachment 31)	

West Utilities Company, Northern Illinois Utilities, Inc., Northwestern Gas Light & Coke Company and Public Service Company of Northern Illinois.

CHRONOLOGY OF TUNNEL UNDER THE NORTH SHORE CHANNEL,
CORPORATE HISTORY OF NORTHWESTERN GAS LIGHT & COKE COMPANY &
COMMUNICATIONS BETWEEN THE CITY OF EVANSTON AND NICOR

Date	Event	No.
06/12/2014	Attorney Jeep forwards to Attorney Partee documents obtained from the District via FOIA request concerning the Tunnel, which confirm (1) the Tunnel was constructed in 1910, (2) the Tunnel was “retired” in 1969 and (3) a new 24” transmission line may have been constructed in the MWRDGD “easement area” running under the North Shore Channel. Included among the documents was a Northern Illinois Gas Company Drawing dated June 17, 1967, Sheet 2 of 4, which depicted the location of the Tunnel. (Attachment 32) In a follow-up email, Attorney Jeep forwarded documents to Attorney Partee that could assist in Nicor’s search for documents concerning the 1910 Tunnel. (Attachment 33)	32 & 33
06/16/2014	Attorney Jeep sends an email to Attorney Partee requesting the documents concerning the Tunnel that Attorney Partee promised to provide the previous week, and added, “I trust the City will receive documents from Nicor today or tomorrow and that Nicor is searching for documents with the same sense of urgency as the City.”	34
06/19/2004	Attorney Partee sends a letter to Attorney Jeep stating that Nicor has confirmed “that Nicor’s natural gas distribution system is not the source of methane that is currently being detected in soil at depths of 40 feet or more at the James Park landfill site in Evanston” and that Nicor has concluded its investigation. The only document included with the letter was the Northern Illinois Gas Company Drawing dated June 17, 1967, Sheet 2 of 4, which the City previously obtained from the District.	35

EXHIBIT D

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this 20th day of July, 2007, by and between Northern Illinois Gas Company d/b/a Nicor Gas Company (“Nicor”) and Commonwealth Edison Company (“ComEd”) (collectively, the “Utilities”) to reflect the agreement, in principle, entered into by Nicor and ComEd concerning allocation of certain costs relating to the remediation of particular manufactured gas plant sites (“Sites”) in Illinois.

The terms “Shared Costs,” “Final Cost Allocation,” and “Coordinator/Utility,” as used anywhere in this MOU, have the same meaning that they have in the Utilities’ Interim Cooperative Agreement dated October 28, 1993, as amended.

1. With respect to the Sites listed on Attachment A hereto, the Final Cost Allocation shall be and shall result in Nicor being responsible for 51.73 percent, and ComEd being responsible for 48.27 percent, of any and all past and future Shared Costs.

2. With respect to the Sites listed on Attachment B hereto, the Final Cost Allocation shall be and shall result in Nicor being responsible for 0 percent, and ComEd being responsible for 100 percent, of any and all past and future Shared Costs. ComEd will become the Coordinator/Utility at any and all Sites listed on Attachment B other than the site described on Attachment B as “MGP Site at Clinton and Jackson, Ottawa, Illinois.”

3. With respect to Shared Costs that do not relate exclusively either to the Sites listed on Attachment A or to the Sites listed on Attachment B, but rather relate to the Utilities' MGP remediation program in general ("Program Costs"), the Final Cost Allocation shall be and shall result in Nicor being responsible for 50 percent, and ComEd being responsible for 50 percent, of any and all past and future Shared Costs.

4. The Utilities will use the Final Cost Allocations described herein in all future Illinois Commerce Commission ("ICC") rate reconciliation proceedings.

5. This MOU is subject to the negotiation of a definitive Settlement Agreement inclusive of, but not limited to, terms consistent with those set forth in this MOU. The Utilities agree to use their best efforts and to act in good faith promptly to negotiate and execute such a Settlement Agreement on or before September 10, 2007.

6. The Settlement Agreement will be subject to and contingent upon approval by the ICC. The Utilities agree to use their best efforts and to act in good faith promptly to seek and obtain such approval. In the event that the ICC does not approve the Settlement Agreement, the Settlement Agreement and this MOU will be void.

7. On the date of ICC approval of the Settlement Agreement, to the extent that either Utility has paid more or less than the amounts determined by the percentages in paragraphs 1 through 3 of this MOU, appropriate credits and debits, if required, will be made promptly to reflect the agreed upon percentage of each Utility's Final Cost Allocation, as specified in paragraphs 1 through 3 of this MOU. These credits and debits will be reflected in invoices for future remediation costs at Sites listed on Attachment A.

8.

If, before the ICC approval contemplated by this MOU becomes final and non-appealable, the Illinois General Assembly approves a change in Illinois law such that either party reasonably anticipates that it may be prevented by such change from obtaining, in whole or in part, recovery from customers of Shared Costs, then either party so potentially affected by such legislative action shall have the right to terminate this MOU and the Settlement Agreement, by giving notice of such termination to the other party within thirty (30) days of such change. In the event of such termination, neither Utility shall have any continuing obligation under either this MOU or the Settlement Agreement.

9.

The Utilities will promptly notify the arbitrators who are presiding over the Arbitration that is currently pending and captioned *Northern Illinois Gas Company v. Commonwealth Edison Company*, CPR File No. G-06-26H, that the Utilities have entered into this MOU, and will request that the arbitrators stay the Arbitration pending negotiation, execution, and ICC review and approval of the Settlement Agreement.

10.

The Settlement Agreement will provide that, subject to the provisions of paragraph 8 hereof, once a final Order of the ICC approving the Settlement Agreement becomes final and non-appealable, (A) the Utilities will request that the Arbitration be dismissed with prejudice, and (B) mutual releases, specified in the Settlement Agreement, releasing all claims for liability with respect to Shared Costs (other than as may arise out of the Settlement Agreement), will become effective.

11.

In the event the ICC rejects the Settlement Agreement, or in the event of termination of this MOU and the Settlement Agreement as provided in paragraph 8 hereof, either Utility may reinstate the Arbitration, in which case neither Utility will be deemed to have waived any claim, right, or defense as a result of this MOU or the Settlement Agreement, and neither this MOU nor the Settlement Agreement nor any communication or document related to either will be admissible in any way in any reinstated Arbitration.

Executed as of the date set forth above.

COMMONWEALTH EDISON COMPANY

By /s/ DARRYL M. BRADFORD

Darryl M. Bradford

NORTHERN ILLINOIS GAS COMPANY d/b/a Nicor Gas Company

By /s/ PAUL C. GRACEY, JR.

Paul C. Gracey, Jr.

Senior Vice President and General Counsel

July 24, 2007

ATTACHMENT A*

1. Aurora Gas Light Company, River St. at North Avenue Bridge, Aurora
2. Belvidere Gas, Light & Fuel, Locust Street, Belvidere
3. Chicago Heights Gas Company, 17th & State Street, Chicago Heights
4. Cicero gas Company, Lombard & Garfield, Oak Park
5. Coal Products manufacturing Company, North Broadway, Lockport
6. Freeport Gas, Light & Coke Company, Liberty & Jackson St., Freeport
7. Geneseo Electric Light & Gas Company, Oakwood & First St., Geneseo
8. Illinois Northern Utility Company, Market & 14th, DeKalb
9. Illinois Northern Utilities Company, 227 Miller, Sterling
10. Joliet Gaslight Company, Station B, North Broadway & Ingalls St., Joliet
11. Kankakee Gas Company, Birch & Harrison St., Kankakee
12. LaGrange Gas Company, 47th & Bluff St., LaGrange
13. Lemont Gas, Light Company, Main & Lockport Rd., Lemont
14. Lincoln Water, Light & Gas Company, Sangamon & Dacatur St., Lincoln
15. Lockport Gas Company, 17th & I & M Canal, Lockport
16. Mendota Gas Company, Fifth St. & Ninth Ave., Mendota
17. Morris gas Company, Nettle & Jackson St., Morris
18. Morrison Gas & Electric, Market & S. Orange, Morrison
19. Northwestern Gas, Light & Coke Company, 912 Clark St., Evanston
20. Northwestern Gas, Light & Coke Company, Maple & Vermont, Blue Island
21. Northwestern Gas, Light & Coke Co./Niles Center Station, Oakton St. & McCormick Blvd., Skokie
22. Ottawa Gas, Light & Coke Company, Illinois & Walker St., Ottawa
23. Pontiac Light & Water Company, Vermillion & Water St., Pontiac
24. Streator Gas, Light & Coke Co., Water St. & Vermillion Rr., Streator

* The Utilities are not admitting at any of these sites or, except as otherwise provided in this MOU, waiving any rights or defenses.

ATTACHMENT B*

1. MGP Site on Coal Gas Road, DuQuoin, Illinois
2. MGP Site on Bluff Street, Joliet, Illinois
3. MGP Site on Center Street, Geneseo, Illinois
4. MGP Site at Clinton and Jackson, Ottawa, Illinois
5. Dixon I (2nd St.)
6. Dixon II (River & Perry)
7. DuQuoin (Chestnut)
8. Elgin TDC-570-0044
9. Kenilworth
10. Mendota (Main St.)
11. Murphysboro I (Walnut)
12. Murphysboro II (Big Muddy)
13. Rockford (Avon & Cedar)
14. Rockford II (Mulberry)

* The Utilities are not admitting liability at any of these sites or, except as otherwise provided in this MOU, waiving any rights or defenses.

EXHIBIT E

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

Northern Illinois Gas Company :
d/b/a Nicor Gas Company and :
Commonwealth Edison Company :
: **08-0418**
Petition pursuant to Section 7-102 of the :
Public Utilities Act for consent and :
Approval of an Agreement concerning :
the final allocation of responsibility for :
costs relating to particular manufactured :
gas plant remediation sites. :

ORDER

By the Commission:

I INTRODUCTION AND PROCEDURAL HISTORY

On July 3, 2008, Northern Illinois Gas Company d/b/a Nicor Gas Company (“Nicor Gas”) and Commonwealth Edison Company (“ComEd”) filed, as Joint Petitioners, a verified Petition pursuant to Section 7-102 of the Public Utilities Act (“Act”) for consent and approval of an Agreement concerning the final allocation of responsibility for costs relating to particular manufactured gas plant remediation sites (“Petition”). In particular, the Petition seeks Illinois Commerce Commission (“Commission”) approval of a Final Allocation Agreement (“FAA”). A true and correct copy of the FAA was filed with Petition as Exhibit A. Joint Petitioners seek approval of the FAA and its cost allocation percentages pursuant to Section 7-102 of the Act.

The FAA concerns a negotiated final allocation for historic and future shared costs incurred as a result of operations at former manufactured gas plant (“MGP”) sites. The FAA follows an earlier Interim Cooperative Agreement (“ICA”), which the Commission approved in Docket No. 93-0413.

Pursuant to notice, pre-hearing conferences were held before a duly authorized Administrative Law Judge at the Commission’s offices in Chicago, Illinois. Appearances were entered by counsel on behalf of Nicor Gas, ComEd, and the Commission Staff (“Staff”). Verified Petitions to Intervene were filed by Sho-Deen, Inc. (“Sho-Deen”) and the City of Aurora (“Aurora”). The Petition to Intervene of Sho-Deen was denied. Aurora’s Petition to Intervene was granted. No other appearances were entered at the hearings.

Offering testimony on behalf of Staff was Theresa Ebrey. Certain Joint Petitioner data responses were introduced as Joint Petitioners’ Group Exhibit A. At the conclusion

of the hearings, the record was marked "Heard and Taken." The Joint Petitioners filed a draft order without objection from Staff or Aurora.

II. PETITION AND OTHER EVIDENCE

As set forth in the verified Petition, on February 9, 1954, ComEd and Nicor Gas entered into a General Conveyance, pursuant to which ComEd transferred and assigned to Nicor Gas all right, title and interest in certain gas and heating assets previously held by ComEd. On the same date, ComEd and Nicor Gas entered into a General Assignment and Assumption Agreement, addressing, among other issues, the allocation of responsibility between the two companies for obligations, liabilities, and duties with respect to certain MGP sites in Illinois.

The Petition states that as a result of subsequent transactions, such as the merger of Mid-Illinois Gas Company (a former ComEd subsidiary) with Nicor Gas, both ComEd and Nicor Gas have connections to some of the same MGP sites. Pursuant to the federal Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), the Illinois Environmental Protection Act, and other legislation, environmental investigation and remediation were required at some former MGP sites. In order to facilitate performance of any necessary environmental investigation and remediation activities, Nicor Gas and ComEd entered into an Interim Cooperative Agreement ("ICA") in 1993. The Commission approved the ICA in Docket 93-0431.

In Docket 93-0431, the Commission found that the ICA would promote cost-effective and timely remediation of affected MGP sites. It was further found that the ICA would serve to avoid potentially duplicative or inconsistent remediation efforts. The ICA facilitated prompt action by establishing a mechanism for interim and final cost allocations, and encouraged expeditious investigations and remediation of environmental contamination. As averred in the Petition, the ICA allowed the Joint Petitioners to minimize and avoid the costs of litigation over remediation responsibility, to the benefit of the Joint Petitioners and their customers.

Pursuant to the terms of the ICA, the parties have the option to negotiate the final allocation of costs or to enter into arbitration to determine that allocation. Specifically the ICA provides:

- 4.1 The final allocation of Shared Costs shall be determined on a site-by-site basis through negotiation or arbitration as set forth in this Agreement, although the Utilities may, if they so agree, aggregate individual sites for Final Cost Allocation.

Arbitration proceedings were initiated by Nicor Gas in April 2006, but shortly afterwards the parties began negotiations in an effort to reach an amicable resolution of the issues surrounding a final allocation of cost responsibility. Since then, Joint Petitioners have negotiated final allocation percentages for historic and future shared costs. These percentages are set forth in the FAA dated January 3, 2008, a copy of which is attached as Exhibit A to the Petition.

Under the FAA, Nicor Gas will be responsible for 51.73%, and ComEd for 48.27%, of all costs at sites that had been transferred to Nicor Gas pursuant to the 1954 General Conveyance discussed above, and Nicor Gas will be responsible for 0%, and ComEd for 100%, of all costs at sites that had not been transferred to Nicor Gas. In addition, Nicor Gas and ComEd each will be responsible for 50% of all costs that do not relate exclusively to either the transferred or the non-transferred sites. The Joint Petitioners agree that the allocations specified in the FAA are to be effective as of January 1, 2007. (See Group Exhibit A, Nicor 1.06 and CE 1.06). The Joint Petitioners recognize that approval of the FAA by the Commission will not eliminate the need for addressing whether underlying costs are prudent and reasonable in respective individual Coal Tar Reconciliation proceedings.

Joint Petitioners request the Commission to consent to and approve the FAA and the final cost allocations, as required by Section 7-102 of the Act. 220 ILCS 5/7-102. Joint Petitioners state that, consistent with the Commission's findings in Docket. 93-0431, approval of the final cost allocation is in the public interest and the public will be inconvenienced thereby. The Joint Petitioners further state that the FAA will allow the parties to continue with the cooperative remediation efforts that have been underway for fifteen years or more, without their being simultaneously engaged in expensive and time-consuming arbitration(s) over 42 MGP sites at issue. In the absence of a settlement and the FAA between the Joint Petitioners, the disagreement regarding obligations for the MGP sites is to be resolved by arbitration, increasing the ultimate costs to customers without providing any offsetting benefits.

Staff witness Theresa Ebrey presented testimony on behalf of Staff. Ms. Ebrey stated that she reviewed the Petition and final allocation agreement. She also examined the Joint Petitioners' responses to certain data requests (Group Exhibit A) that were admitted into evidence at the status hearing on March 11, 2009. Ms. Ebrey stated that nothing came to her attention in the course of her review to indicate that the allocations proposed in the Final Allocation Agreement would not serve the public convenience. Further, Ms. Ebrey testified that she did not object to the Commission approval of the Final Allocation Agreement attached as Exhibit A to the Petition.

No other parties filed testimony in the proceeding.

III. COMMISSION CONCLUSION

After reviewing the record, the Commission concludes that the Joint Petitioners' request to find the FAA and the proposed allocation percentages to be reasonable and appropriate and in the public interest, is reasonable and should be approved. Granting the Petition will benefit the public and the Joint Petitioners' customers by reducing expenses related to arbitrating the cost allocation issues. Further, approval will benefit the public as the Joint Petitioners can continue to focus their efforts on remediating these former MGP sites. For these reasons, the Commission concludes that it is reasonable and in the public interest to approve the FAA and its proposed cost-allocation percentages. FAA cost allocations are effective as of January 1, 2007.

IV. FINDINGS AND ORDERING PARAGRAPHS

After reviewing the record, the Commission finds that:

- (1) Nicor Gas is an Illinois corporation with its principal offices in Naperville, Illinois. Nicor Gas is engaged in the business of furnishing gas utility service to the public in the State of Illinois and, as such, is a public utility within the meaning of the Act;
- (2) ComEd is an Illinois corporation with its principal offices in Chicago, Illinois. ComEd is engaged in the business of furnishing electric utility service to the public in the State of Illinois and, as such, is a public utility within the meaning of the Act;
- (3) the Commission has jurisdiction over Nicor Gas and ComEd and the subject matter of this proceeding;
- (4) the facts recited and conclusions reached in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact;
- (5) the final cost allocation percentages set forth in the FAA are prudent and reasonable and are effective as of January 1, 2007; and
- (6) approval of the proposed transaction should reasonably be granted, and the public will be inconvenienced thereby.

IT IS THEREFORE ORDERED by the Commission that the Joint Petitioners' Petition pursuant to Section 7-102 of the Public Utilities Act for consent and approval of an Agreement concerning the final allocation of responsibility for costs relating to particular manufactured gas plant remediation sites is hereby granted and the FAA is approved in its entirety.

IT IS FURTHER ORDERED that subject to the provisions of Section 10-113 of the Public Utilities Act and 83 Ill. Adm. Code 200.880, this Order is final; it is not subject to the Administrative Review Law.

By order of the Commission this 9th day of June 2009.

(SIGNED) CHARLES E. BOX

CHAIRMAN

Docket No: 08-0418

R.O.M.: 6/9/09

Deadline: N/A

MEMORANDUM

TO: The Commission

FROM: Katina S. Haloulos, Administrative Law Judge

DATE: May 19, 2009

SUBJECT: Northern Illinois Gas Company d/b/a Nicor Gas Company and Commonwealth Edison Company

Petition pursuant to Section 7-102 of the Public Utilities Act for consent and approval of an Agreement concerning the final allocation of responsibility for costs relation to particular manufactured gas plant remediation sites.

RECOMMENDATION: Enter the attached Order approving the Agreement.

On July 3, 2008, Northern Illinois Gas Company d/b/a Nicor Gas Company and Commonwealth Edison Company filed a joint petition requesting Commission approval of an agreement they seek to enter concerning the final allocation of responsibility for costs relation to particular gas remediation sites. The agreement seeks approval of a Final Allocation Agreement (FAA) pursuant to Section 7-102 of the Act. In 1954, ComEd and Nicor entered into a General Conveyance, at which time ComEd transferred and assigned to Nicor Gas all right, title and interest in certain gas and heating assets previously held by ComEd.

In 1993, Nicor Gas and ComEd entered into an Interim Cooperative Agreement ("ICA"), approved by the Commission, to help facilitate necessary environmental investigations and remediation activities. The ICA allowed for the parties to have the option to negotiate the final allocation of costs.

The parties have negotiated such final costs and pursuant to their agreement Nicor Gas will be responsible for 51.73% and ComEd for 48.27% of all costs at sites that had been transferred to Nicor Gas pursuant to the 1954 General Conveyance and Nicor Gas will be responsible for 0% and ComEd will be responsible for 100% of all costs at the sited that had not been transferred to Nicor Gas Staff reviewed the agreement and the evidence submitted in support of the petition. Staff recommended approving the agreement. Thus, there are no contested issues in this docket.

I therefore recommend that the Commission enter the attached Order that approves the agreement.

KH:fs

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

NORTHERN ILLINOIS GAS COMPANY)
d/b/a NICOR GAS COMPANY and)
COMMONWEALTH EDISON COMPANY,)
) Docket No. 08-
Petition pursuant to Section 7-102 of the)
Public Utilities Act for consent and approval of)
an Agreement concerning the final allocation)
of responsibility for costs relating to particular)
manufactured gas plant remediation sites.)

PETITION

Northern Illinois Gas Company d/b/a Nicor Gas Company (“Nicor Gas”) and Commonwealth Edison Company (“ComEd”) (collectively “Joint Petitioners”) hereby petition the Illinois Commerce Commission (“Commission”), pursuant to Section 7-102 of the Public Utilities Act (“Act”) (220 ILCS 5/7-102), for consent and approval of a Final Allocation Agreement (“FAA”) concerning the final allocation of responsibility for certain costs relating to the remediation of particular manufactured gas plant (“MGP”) sites in Illinois, and a finding that the proposed allocations are prudent and reasonable. In support of the Petition, the Joint Petitioners state as follows:

1. Nicor Gas is an Illinois corporation with its principal offices in Naperville, Illinois. Nicor Gas is engaged in the business of furnishing gas utility service to the public in the State of Illinois and, as such, is a public utility within the meaning of the Act.

2. ComEd is an Illinois corporation with its principal offices in Chicago, Illinois. ComEd is engaged in the business of furnishing electric utility service to the public in the State of Illinois and, as such, is a public utility within the meaning of the Act.

3. Prior to 1954, the then-existing assets of Nicor Gas were held by ComEd. On January 22, 1954, ComEd and Nicor Gas entered into a Separation Agreement. On February 9, 1954, ComEd and Nicor Gas entered into a General Conveyance, pursuant to which ComEd transferred and assigned to Nicor Gas all right, title and interest in certain gas and heating assets previously held by ComEd.

4. On February 9, 1954, ComEd and Nicor Gas entered into a General Assignment and Assumption Agreement, addressing, among other issues, the allocation of responsibility between the two companies for obligations, liabilities, and duties with respect to the former MGP sites.

5. In addition, due to other transactions, such as the merger of Mid-Illinois Gas Company (a former ComEd subsidiary) with Nicor Gas, both ComEd and Nicor Gas have connections to some of the same MGP sites.

6. Pursuant to the federal Comprehensive Environmental Response Compensation and Liability Act (“CERCLA”), the Illinois Environmental Protection Act, and other legislation, environmental investigation and remediation were required at some former MGP sites.

7. In order to facilitate performance of any necessary environmental investigation and remediation activities, Nicor Gas and ComEd entered into an Interim Cooperative Agreement (“ICA”) in 1993. Nicor Gas and ComEd requested and received Commission approval of the ICA in Docket No. 93-0431.

8. In Docket No. 93-0431, the Commission found that the ICA would promote cost-effective and timely remediation of affected MGP sites. Further, the ICA would avoid potentially duplicative or inconsistent remediation efforts. The ICA facilitated prompt action by

establishing a mechanism for interim and final costs allocations, and encouraged expeditious investigations and remediation of environmental contamination. Ultimately the ICA minimized or avoided costly litigation over remediation responsibility, to the benefit of the Joint Petitioners and their ratepayers.

9. Pursuant to the terms of the ICA, the parties had the option to negotiate the final allocation of costs or to enter into arbitration to determine that allocation. Specifically the ICA provides:

4.1 The final allocation of Shared Costs shall be determined on a site-by-site basis through negotiation or arbitration as set forth in this Agreement, although the Utilities may, if they so agree, aggregate individual sites for Final Cost Allocation.

10. Arbitration proceedings were initiated by Nicor Gas in April 2006, but shortly afterwards the parties began negotiations in an effort to reach an amicable resolution of the issues surrounding a final allocation of cost responsibility. Since then, Joint Petitioners have negotiated a final allocation percentage for historic and future shared costs. These percentages are set forth in the FAA dated January 3, 2008, a copy of which is attached as Exhibit A to this Petition. Under the FAA, Nicor Gas will be responsible for 51.73%, and ComEd for 48.27%, of all costs at sites that had been transferred to Nicor Gas pursuant to the 1954 General Conveyance referenced in paragraph 3 hereof; and Nicor Gas will be responsible for 0%, and ComEd for 100%, of all costs at sites that had not been transferred to Nicor Gas. In addition, each of Nicor Gas and ComEd will be responsible for 50% of all costs that do not relate exclusively to either the transferred or the non-transferred sites.

11. Joint Petitioners request the consent and approval of the FAA and the final cost allocations, as required by Section 7-102 of the Act. 220 ILCS 5/7-102. Consistent with the

Commission's findings in Docket No. 93-0431, approval of the final cost allocation is in the public interest and the public will be inconvenienced thereby. The FAA will allow the parties to continue with the cooperative remediation efforts that have been underway for fifteen years or more without being simultaneously engaged in expensive and time-consuming arbitration(s) over the 42 MGP sites in question. In the absence of a settlement between the Joint Petitioners, the issues would have been resolved by arbitration, which would only have increased the ultimate costs to ratepayers without providing any offsetting benefits to them.

WHEREFORE, Northern Illinois Gas Company d/b/a Nicor Gas Company and Commonwealth Edison Company respectfully request that the Illinois Commerce Commission approve the Final Allocation Agreement, find the final cost allocation percentages set forth therein to be prudent and reasonable, and grant such other relief as may be just, reasonable and appropriate.

Dated: July 2, 2008

Respectfully submitted,

NORTHERN ILLINOIS GAS COMPANY

COMMONWEALTH EDISON COMPANY

By: /s/ John E. Rooney

By: /s/ David M. Stahl

Title: One of the Attorneys for Nicor

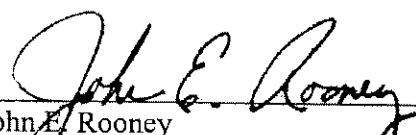
Title: One of the Attorneys for ComEd

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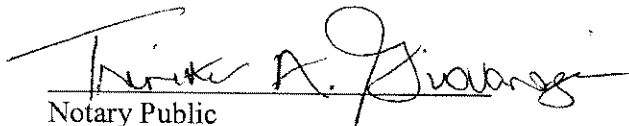
VERIFICATION

I, John E. Rooney, being first duly sworn, depose and state that I am an attorney for Northern Illinois Gas Company d/b/a Nicor Gas Company ("Nicor Gas"), that I have read the foregoing Petition relating to final allocation of costs between Nicor Gas and Commonwealth Edison Company, that I am familiar with the facts stated therein, and that to the best of my information and belief, the facts are true and correct.

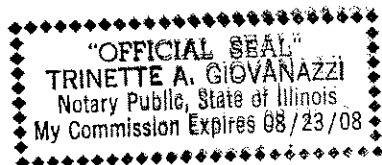


John E. Rooney
Attorney for Northern Illinois Gas Company
d/b/a Nicor Gas Company

Subscribed and sworn to before me
this 2nd day of July, 2008.

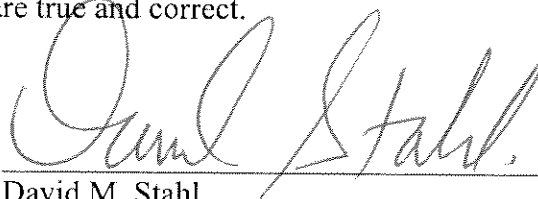


Notary Public



VERIFICATION

I, David M. Stahl, being first duly sworn, depose and state that I am an attorney for Commonwealth Edison Co. ("ComEd"), that I have read the foregoing Petition relating to final allocation of costs between Northern Illinois Gas Company d/b/a Nicor Gas Company and ComEd, that I am familiar with the facts stated therein, and that to the best of my information and belief, the facts are true and correct.



David M. Stahl
Attorney for Commonwealth Edison Co.,

Subscribed and sworn to before me
this 2 day of July, 2008.



Notary Public



EXHIBIT A

FINAL ALLOCATION AGREEMENT

This Final Allocation Agreement (“Agreement”) is entered into this 3rd day of January, 2008, by and between Northern Illinois Gas Company d/b/a Nicor Gas Company (“Nicor”) and Commonwealth Edison Company (“ComEd”) (each a “Utility,” and collectively, the “Utilities”), to reflect the Utilities’ agreement concerning the final allocation of certain costs relating to particular former manufactured gas plant (“MGP”) sites (“Sites”) in Illinois.

WHEREAS, without admitting any liability, the Utilities entered into an Interim Cooperative Agreement dated October 28, 1993, and subsequently amended (“ICA”), to allow the Utilities to address certain issues at certain MGP Sites on an interim basis; and

WHEREAS, without admitting any liability, the Utilities have in the past incurred, and expect in the future to incur, Shared Costs relating to these MGP Sites; and

WHEREAS, the ICA provides for a Final Cost Allocation by negotiation or arbitration; and

WHEREAS, to obtain a Final Cost Allocation pursuant to the ICA, Nicor initiated arbitration that is currently pending and captioned *Northern Illinois Gas Company v. Commonwealth Edison Company*, CPR File No. G-06-26H (“Arbitration”); and

WHEREAS, the parties and the arbitration panel have agreed that the Arbitration shall be stayed pending the Illinois Commerce Commission’s (“ICC”) approval of this Agreement; and

WHEREAS, the Utilities entered into a Memorandum of Understanding (“MOU”) on July 20, 2007, to reflect the Utilities’ agreement in principle concerning the Final Cost Allocation of Shared Costs relating to these MGP Sites; and

WHEREAS, in the MOU, the Utilities agreed to use their best efforts and to act in good faith promptly to negotiate and execute this Agreement; and

WHEREAS, the Utilities have reached an Agreement, as detailed herein;

NOW THEREFORE, based on the covenants and mutual promises contained herein, Nicor and ComEd agree as follows:

1. Definitions

1.1. The following terms, as used anywhere in this Agreement, have the same meaning that they have in the ICA: “Shared Costs,” “Final Cost Allocation,” and “Coordinator/Utility.”

2. Final Cost Allocation

2.1. Except as specified in paragraph 2.3, with respect to the Sites listed on Attachment A to this Agreement, the Final Cost Allocation shall be and shall result in Nicor being responsible for 51.73 percent, and ComEd being responsible for 48.27 percent, of any and all past and future Shared Costs.

2.2. Except as specified in paragraph 2.3, with respect to the Sites listed on Attachment B to this Agreement, the Final Cost Allocation shall be and shall result in Nicor being responsible for 0 percent, and ComEd being responsible for 100 percent, of any and all past and future Shared Costs. ComEd will become the Coordinator/Utility at any and all Sites listed on Attachment B other than the Site described on Attachment B as “MGP Site at Clinton and Jackson, Ottawa, Illinois.”

2.3. The parties recognize that there may be Shared Costs that do not relate exclusively either to the Sites listed on Attachment A or to the Sites listed on Attachment B, but rather relate to the Utilities' MGP remediation program in general ("Program Costs"). Program Costs could include, by way of example and without limitation, costs associated with site prioritization, costs associated with jointly owned equipment and costs associated with producing documentation to provide general instructions to contractors relating to the site investigations and remediations. The Final Cost Allocation shall be and shall result in Nicor being responsible for 50 percent, and ComEd being responsible for 50 percent, of any and all past and future Program Costs.

2.4. On the date of ICC approval of this Agreement, to the extent that either Utility has paid more or less than the amounts determined by the percentages in paragraphs 2.1 through 2.3 of this Agreement, appropriate credits and debits, if required, will be made promptly to reflect the agreed upon percentage of each Utility's Final Cost Allocation, as specified in paragraphs 2.1 through 2.3. These credits and debits will be reflected in invoices for future remediation costs at Sites listed on Attachment A.

3. ICC Approval

3.1. This Agreement, including the prudence and reasonableness of the Final Cost Allocations set forth in section 2 and the indemnities set forth in section 5 below, is subject to and contingent upon approval by the ICC.

3.2. The Utilities agree to use their best efforts, and to act in good faith, promptly to seek and obtain ICC approval of this Agreement, including the Final Cost Allocations and indemnities set forth herein.

3.3. In the event that the ICC does not approve this Agreement, including the Final Cost Allocations and indemnities set forth herein, this Agreement and the MOU shall be void, but the ICA shall remain in full force and effect.

3.4. In the event that the ICC approves this Agreement, including the Final Cost Allocations and indemnities set forth herein, (a) this Agreement shall supersede the MOU, (b) this Agreement shall control in the event of any conflict between this Agreement and the MOU or any conflict between this Agreement and the ICA, and (c) the date of such approval shall be the Effective Date of this Agreement.

3.5. If, before the ICC approvals contemplated by this Agreement become final and non-appealable, the Illinois General Assembly approves a change in Illinois law such that either party reasonably anticipates that it may be prevented by such change from obtaining, in whole or in part, recovery from customers of Shared Costs, then either party so potentially affected by such legislative action shall have the right to terminate the MOU and this Agreement, by giving notice of such termination to the other party within thirty (30) days of such change. In the event of such termination, neither Utility shall have any continuing obligation under either the MOU or this Agreement.

4. Pending Arbitration

4.1. Upon execution of this Agreement, the Utilities will jointly request that the stay of Arbitration be continued pending the ICC's review and approval of this Agreement, including the Final Cost Allocations and the indemnities set forth herein.

4.2. If and when a final Order of the ICC approving this Agreement, including the Final Cost Allocations and indemnities set forth herein, becomes non-appealable, the Utilities will request that the Arbitration be dismissed with prejudice.

4.3. In the event the ICC does not approve this Agreement, including the Final Cost Allocations and indemnities set forth herein, or in the event of termination of this Agreement as provided in paragraph 3.5, either Utility may reinstate the Arbitration, in which case neither Utility will be deemed to have waived any claim, right, or defense as a result of the MOU or this Agreement, and neither the MOU nor this Agreement nor any communication or document related to either will be admissible in any way in any reinstated Arbitration.

5. Release and Indemnity

5.1. Effective upon a final Order of the ICC approving this Agreement, including the Final Cost Allocations and indemnities set forth herein, becoming non-appealable, each Utility releases the other from all claims for liability with respect to Shared Costs (other than as may arise out of the agreed Final Cost Allocations described in section 2 and except as may be necessary to effectuate the indemnities provided in paragraphs 5.2 and 5.3).

5.2. Effective upon a final Order of the ICC approving this Agreement, including the Final Cost Allocations and indemnities set forth herein, becoming non-appealable, each Utility hereby indemnifies and agrees to defend and hold harmless the other against liability, including but not limited to any liability arising out of or relating to remediation, to any third party arising out of or relating to any of the Sites listed on Attachment A, for costs that are recoverable through the indemnifying party's rider

described hereafter (as such rider(s) may be amended from time to time): ComEd's Rider ECR (Ill. C. C. No. 4, sheet nos. 438 through 440.2, filed Aug. 11, 2006) or Nicor's Rider 12 (Ill. C. C. No. 16, sheet nos. 68-70, filed Sept. 30, 2005). The indemnification provided in this paragraph 5.2 is limited to the amount necessary to allow the Utilities to share in such third-party liability in the same proportion as the Final Cost Allocations set out in paragraph 2.1. The indemnification provided in this paragraph is in addition to any other indemnification rights, common law or otherwise, that the parties may have.

5.3. Effective upon a final Order of the ICC approving this Agreement, including the Final Cost Allocations and indemnities set forth herein, becoming non-appealable, ComEd hereby indemnifies and agrees to defend and hold harmless Nicor against liability, including but not limited to any liability arising out of or relating to remediation, to any third party arising out of or relating to any of the Sites listed on Attachment B, for costs that are recoverable through ComEd's Rider ECR (Ill. C. C. No. 4, sheet nos. 438 through 440.2, filed August 11, 2006), as such rider may be amended from time to time. The indemnification provided in this paragraph is in addition to any other indemnification rights, common law or otherwise, that the parties may have.

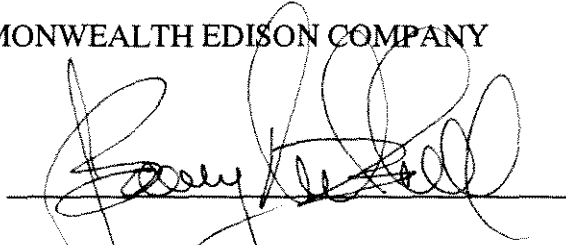
6. Entire Agreement. This Agreement and the Attachments to this Agreement (which are part of this Agreement) constitute the entire understanding of the Utilities with respect to this Agreement. No modification may be made to this Agreement except one signed by both Utilities that expressly states that it modifies this Agreement.

7. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Utilities; provided that neither Utility can assign its rights under this Agreement without the other Utility's consent.
8. Applicable Law. This Agreement shall be interpreted under the laws of the State of Illinois.
9. Dispute Resolution. The parties agree to attempt to resolve any dispute arising out of or relating to this Agreement or its breach through good faith negotiation. If good faith negotiation fails to resolve the dispute, then the parties agree to submit the dispute to non-binding mediation and acknowledge that the role of the mediator is not to render a decision, but to assist the parties in reaching a mutually acceptable resolution. No party shall be bound by anything said or done in the course of mediation other than through an agreement in writing executed by both Utilities. If mediation fails to settle the dispute, then the parties agree that the dispute shall be settled by arbitration under and in accordance with the ICA. .
10. Nonwaiver. The Utilities do not admit liability at any of the Sites listed in Attachments A or B. Except as otherwise provided in this Agreement, the Utilities do not waive any rights or defenses, including rights to seek recovery of any costs that are recoverable through their respective environmental-cost-recovery riders, as described in paragraph 5.2.
11. Method of Execution. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Executed as of the date set forth above

COMMONWEALTH EDISON COMPANY

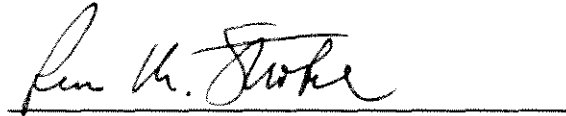
By

A handwritten signature in black ink, appearing to read "J. Barry Mitchell", is written over a horizontal line.

J. Barry Mitchell & President & COO ComEd
[print name and title]

NORTHERN ILLINOIS GAS COMPANY d/b/a Nicor Gas Company

By

A handwritten signature in black ink, appearing to read "Russ M. Strobel", is written over a horizontal line.

Russ M. Strobel, Chairman, President and Chief Executive Officer

[print name and title]

ATTACHMENT A¹

1. Aurora Gas Light Company, River St. at North Avenue Bridge, Aurora
2. Belvidere Gas, Light & Fuel, Locust Street, Belvidere
3. Chicago Heights Gas Company, 17th & State Street, Chicago Heights
4. Cicero gas Company, Lombard & Garfield, Oak Park
5. Coal Products manufacturing Company, North Broadway, Lockport
6. Freeport Gas, Light & Coke Company, Liberty & Jackson St., Freeport
7. Geneseo Electric Light & Gas Company, Oakwood & First St., Geneseo
8. Illinois Northern Utility Company, Market & 14th, DeKalb
9. Illinois Northern Utilities Company, 227 Miller, Sterling
10. Joliet Gaslight Company, Station B, North Broadway & Ingalls St., Joliet
11. Kankakee Gas Company, Birch & Harrison St., Kankakee
12. LaGrange Gas Company, 47th & Bluff St., LaGrange
13. Lemont Gas, Light Company, Main & Lockport Rd., Lemont
14. Lincoln Water, Light & Gas Company, Sangamon & Dacatur St., Lincoln
15. Lockport Gas Company, 17th & I & M Canal, Lockport
16. Mendota Gas Company, Fifth St. & Ninth Ave., Mendota
17. Morris gas Company, Nettle & Jackson St., Morris
18. Morrison Gas & Electric, Market & S. Orange, Morrison

¹ The Utilities do not admit liability at any of these Sites. Except as otherwise provided in this Final Allocation Agreement, the Utilities do not waive any rights or defenses, including rights to seek recovery of any costs that are recoverable through their respective environmental-cost-recovery riders, meaning ComEd's Rider ECR and Nicor's Rider 12.

19. Northwestern Gas, Light & Coke Company, 912 Clark St., Evanston
20. Northwestern Gas, Light & Coke Company, Maple & Vermont, Blue Island
21. Northwestern Gas, Light & Coke Co./Niles Center Station, Oakton St. & McCormick Blvd., Skokie
22. Ottawa Gas, Light & Coke Company, Illinois & Walker St., Ottawa
23. Pontiac Light & Water Company, Vermillion & Water St., Pontiac
24. Streator Gas, Light & Coke Co., Water St. & Vermillion Rr., Streator

ATTACHMENT B²

1. MGP Site on Coal Gas Road, DuQuoin, Illinois
2. MGP Site on Bluff Street, Joliet, Illinois
3. MGP Site on Center Street, Geneseo, Illinois
4. MGP Site at Clinton and Jackson, Ottawa, Illinois
5. Dixon I (2nd St.)
6. Dixon II (River & Perry)
7. DuQuoin (Chestnut)
8. Elgin TDC-570-0044
9. Kenilworth
10. Mendota (Main St.)
11. Murphysboro I (Walnut)
12. Murphysboro II (Big Muddy)
13. Rockford (Avon & Cedar)
14. Rockford II (Mulberry)

² The Utilities do not admit liability at any of these Sites. Except as otherwise provided in this Final Allocation Agreement, the Utilities do not waive any rights or defenses, including rights to seek recovery of any costs that are recoverable through their respective environmental-cost-recovery riders, meaning ComEd's Rider ECR and Nicor's Rider 12.

EXHIBIT F



Nicor Gas™

An AGL Resources Company

1844 Ferry Road
Naperville, IL 60563

630 983.8676 phone
www.nicorgas.com

June 19, 2014

Sent Via E-Mail <jdjeep@enviroatty.com>

Mr. Jeffery D. Jeep
Jeep & Blazer, L.L.C.
24 N. Hillside Avenue, Suite A
Hillside, IL 60162

Subject: Methane Gas in Soil under James Park Landfill Site in Evanston

Dear Mr. Jeep:

This letter confirms that Nicor's natural gas distribution system is not the source of methane that is currently being detected in soil at depths of 40 feet or more at the James Park landfill site in Evanston. Evanston's methane data is not consistent with a pipeline leak, but rather than wait until the next scheduled leak survey, Nicor conducted a leak survey specifically to support Evanston's investigation into the source of the methane and found no pipeline system leaks in or around James Park. As we advised on June 2, 2014, we were aware of some distribution and service line leaks in the neighborhood outside of James Park, but they were already scheduled for repair and the repairs have been completed.

You also requested information regarding retirement of the historic tunnel along Oakton Street underneath the North Shore Channel, which was located approximately one quarter mile west of James Park. Based on documentation that you provided after our June 2 meeting, the tunnel was originally constructed in about 1910 by the Northwestern Gas Light & Coke Company, the gas company that served Evanston at that time. The tunnel contained a natural gas distribution pipeline. We located a historic engineering drawing in our files documenting that the tunnel and natural gas pipeline within the tunnel are no longer part of Nicor's pipeline system. The engineering drawing specifically documents the retirement of the tunnel and pipeline in 1969 (the pipeline was cut and capped, tunnel ends were filled with crushed rock, and vaults and manholes were filled with crushed rock and concrete). A copy of the drawing is attached. I believe that you located this same engineering drawing, as well as other documentation from independent sources, which further confirm the retirement of the tunnel and pipeline in 1969.

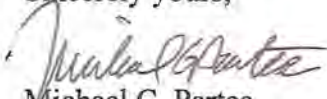
Letter Regarding James Park Landfill Site

June 19, 2014

Page | 2

Without waiving any rights or remedies in the event that the methane gas at James Park enters a Nicor facility or equipment, we have concluded our investigation.

Sincerely yours,



Michael C. Partee

Senior Environmental Counsel

Tel: 630-388-2869

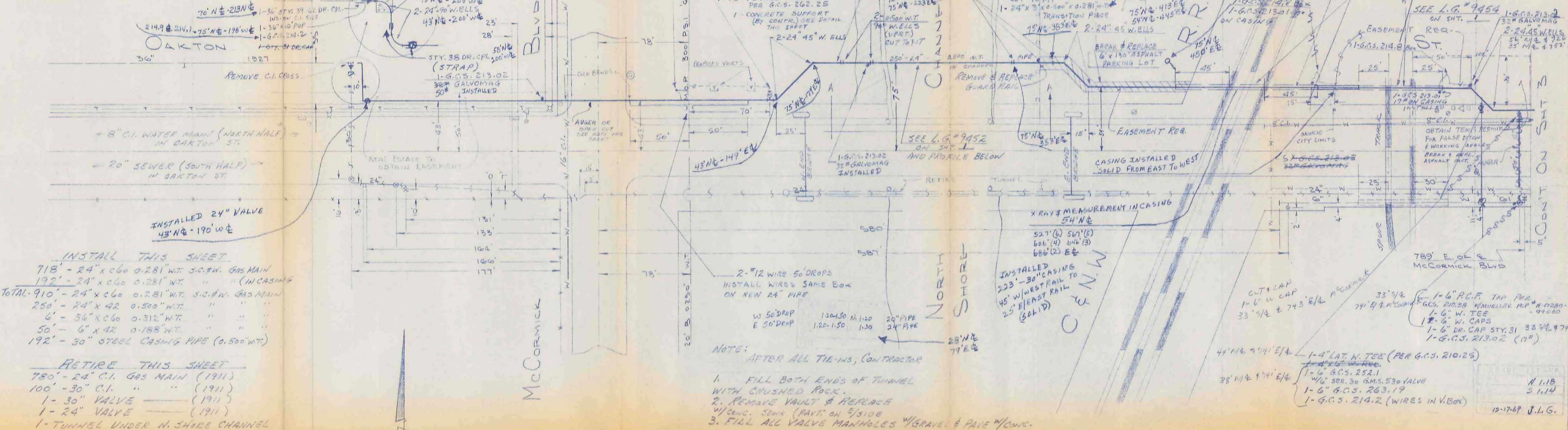
Fax: 630-357-7534

E-Mail: mpartee@aglresources.com

Attachment: as stated

cc: Susan Morakalis, Metropolitan Water Reclamation District

NOTE:
IN ADDITION TO READING SPECIFICATIONS ON SHEET 5 OF 9, G.C.S. DTG. 3-1-1961 AN INTERNALLY EXPANDING MANDREL SHALL BE USED ON 24" PIPE



- INSTALL THIS SHEET**
- 718' - 24" x 60 0.281 W.T. S.C.W. GAS MAIN
 - 192' - 24" x 60 0.281 W.T. " " (INCASING)
 - TOTAL 910' - 24" x 60 0.281 W.T. S.C.W. GAS MAIN
 - 250' - 24" x 42 0.500 W.T. " " "
 - 6' - 36" x 60 0.312 W.T. " " "
 - 50' - 6" x 42 0.188 W.T. " " "
 - 192' - 30" STEEL CASING PIPE (0.500 W.T.)

- RETIRE THIS SHEET**
- 750' - 24" C.I. GAS MAIN (1911)
 - 100' - 30" C.I. " " (1911)
 - 1 - 30" VALVE (1911)
 - 1 - 24" VALVE (1911)
 - 1 - TUNNEL UNDER N. SHREE CHANNEL 6" x 7' x 300' (1911)

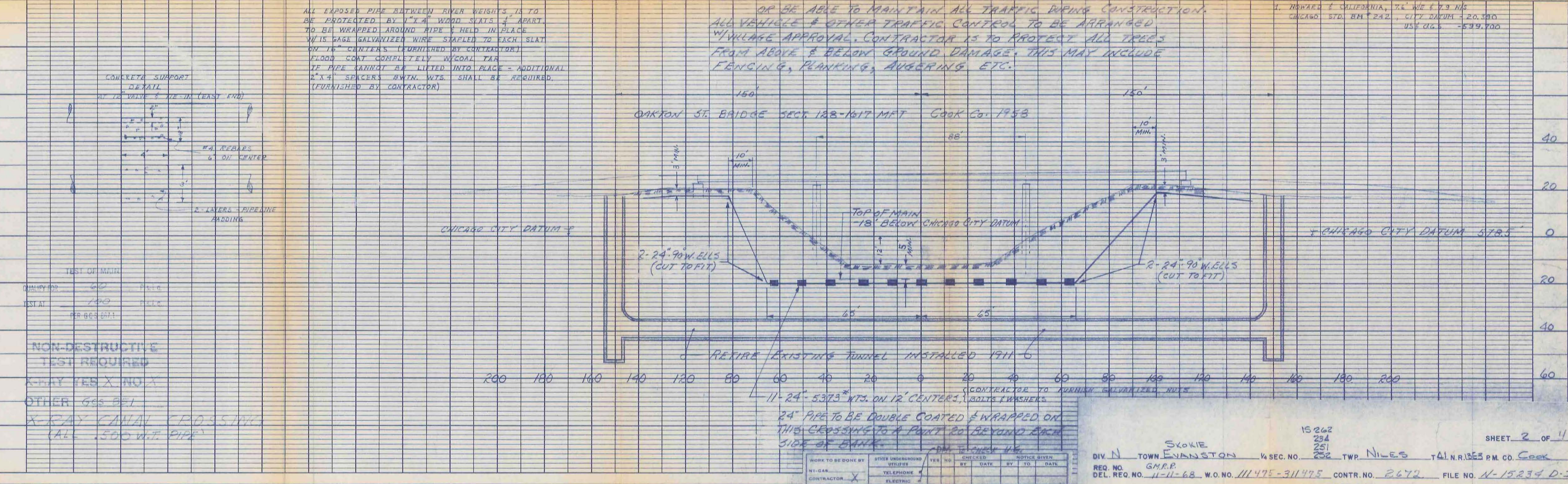
- NOTE: AFTER ALL TIE-INS, CONTRACTOR
1. FILL BOTH ENDS OF TUNNEL WITH CRUSHED ROCK.
 2. REMOVE VAULT & REPLACE W/ CONC. SLOTTED ON 5/8" DIA.
 3. FILL ALL VALVE MANHOLES W/ GRAVEL & PAVE W/ CONC.

DATE	
BY	
PLAN	
REVISIONS	
NO.	
DATE	
BY	
NOTE BOOK	
NO.	
DATE	
BY	
NOTE BOOK	
NO.	
DATE	
BY	
NOTE BOOK	
NO.	

ALL EXPOSED PIPE BETWEEN RIVER WEIGHTS IS TO BE PROTECTED BY 1" x 4" WOOD SLATS 4" APART TO BE WRAPPED AROUND PIPE & HELD IN PLACE W/ IS GAGE GALVANIZED WIRE STAPLED TO EACH SLAT ON 16" CENTERS (FURNISHED BY CONTRACTOR). FLOOD COAT COMPLETELY W/ COAL TAR. PIPE CANNOT BE LIFTED INTO PLACE - ADDITIONAL 2" x 4" SPACERS 8" WID. WTS. SHALL BE REQUIRED. (FURNISHED BY CONTRACTOR)

NOTE: CONTRACTOR TO AUGER ALL STREETS & DRIVEWAYS OR BE ABLE TO MAINTAIN ALL TRAFFIC DURING CONSTRUCTION. ALL VEHICLE & OTHER TRAFFIC CONTROL TO BE ARRANGED W/ VILLAGE APPROVAL. CONTRACTOR IS TO PROTECT ALL TREES FROM ABOVE & BELOW GROUND DAMAGE. THIS MAY INCLUDE FENCING, PLANKING, AUGERING ETC.

NOTE: R.M. LOCATIONS
N. HOWARD & CALIFORNIA, 1/2 W. E. & 1/2 N.S.
CHICAGO STD. BM # 232, CITY DATUM = 20.380
USE CGCS - 599.700



NON-DESTRUCTIVE TEST REQUIRED
X-RAY YES X NO X
OTHER GCS BEI
X-RAY CANAL CROSSING (ALL 500 W.T. PIPE)

DATE	
BY	
PROFILE	
REVISIONS	
NO.	
DATE	
BY	
NOTE BOOK	
NO.	
DATE	
BY	
NOTE BOOK	
NO.	

WORK TO BE DONE BY	OTHER UNDERGROUND UTILITIES	YES	NO	CHECKED BY	DATE	NOTICE GIVEN BY	DATE
CONTRACTOR	ELECTRIC	X					

15262
234
251
SHEET 2 OF 4
DIV. N TOWN EVANSTON W. SEC. NO. 252 TWP. NILES T41 N. R. 185 P.M. CO. COOK
REQ. NO. G.M.R.P.
DEL. REG. NO. 11-11-68 W.O. NO. 111475-311475 CONTR. NO. 2672 FILE NO. N-15234 D-I
CORROSION APPROVED
DATE 6-17-69 DR. DB. ENG. LINENBERGER APPROVED J.L.G.
DATE IN SERVICE NORTHERN ILLINOIS GAS COMPANY

EXHIBIT G



Nicor Gas™

An **AGL Resources** Company

1844 Ferry Road
Naperville, IL 60563

630.388.2250 phone
www.nicorgas.com

Sent Via Overnight Mail

November 11, 2014

The Honorable Elizabeth B. Tisdahl, Mayor
City of Evanston
2100 Ridge Ave.
Evanston, IL 60201, #2500

Wally Bobkiewicz, City Manager
City of Evanston
2100 Ridge Ave.
Evanston, IL 60201, #4500

Re: Application for Expedited Permit -- Nicor Gas Project 66

Dear Mayor Tisdahl and Mr. Bobkiewicz:

For many decades, Nicor Gas and the City of Evanston have had a productive relationship. The City has routinely, and to our knowledge without exception, granted Nicor Gas same-day permits to perform public utility work in the streets and rights of way related to our system safety and reliability responsibilities.

This letter is to formally advise you that Nicor Gas has now twice submitted a permit application to retire a segment of cast-iron pipe that has a number of leaks. The pipe, located east of James Park, contains gas but no longer serves customers, and the gas needs to be removed and the pipe retired in place for safety purposes.

During the week of October 13, 2014, the City revoked without explanation Nicor Gas' permit to retire the cast iron pipe. Our request through the City's Corporation Counsel for a meeting with the City to understand the basis for permit revocation and the City's concerns was ignored. We submitted a second and revised permit application on November 7, 2014, and we requested a permit within five (5) business days. To date, we still have no response.

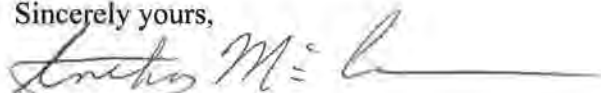
The weather is a reminder that we are rapidly approaching heating season and with heating season comes frost heave. Frost heave is a known risk for cast-iron pipe that has been disturbed, as this pipe has been.

This segment of pipe is one of the highest risk assets under our Distribution Integrity Management Plan, and needs to be made safe through retirement at the earliest opportunity. To be made safe requires the disconnection of the pipe from the distribution system and removal of the gas from the pipe.

The City is impeding our ability to follow our normal processes and procedures, which we have followed routinely over decades, and as such is not acting reasonably within the franchise agreement that governs the relationship between the City and Nicor Gas.

We respectfully request that our revised permit application be approved this week. Please let me know if getting our respective leaders together this week to resolve any concerns that you may have is necessary or helpful. Our most important obligation is to ensure the safety and reliability of our natural gas distribution system, and the City's continued delay creates additional risk for the community.

Sincerely yours,



Anthony McCain
Vice President – Operations
Nicor Gas

cc: Alderman Judy Fiske, City of Evanston
Alderman Peter Braithwaite, City of Evanston
Alderman Melissa Wynne, City of Evanston
Alderman Donald Wilson, City of Evanston
Alderman Delores Holmes, City of Evanston
Alderman Mark Tendam, City of Evanston
Alderman Jane Grover, City of Evanston
Alderman Ann Rainey, City of Evanston
Alderman Coleen Burrus, City of Evanston
Doug Scott, Chairman, Illinois Commerce Commission
Darin Burk, Pipeline Safety Manager, Illinois Commerce Commission
Representative Robyn Gabel, 18th District
Senator Daniel Bliss, 9th District

EXHIBIT H

Registered No. **RA 392 250 946 US**

To Be Completed By Post Office	Reg. Fee	\$11.95	
	Handling Charge	\$0.00	Return Receipt \$2.70
	Postage	\$0.91	Restricted Delivery \$0.00
	Received by	<i>[Signature]</i>	

Date Stamp: **OCT 20 2014**
0032 09
10/20/14
USPS
ANNIE S. SEATTLE WA 98119

Customer Must Declare Full Value \$ **\$0.00**

Domestic Insurance up to \$25,000 is included based upon the declared value. International Indemnity is limited. (See Reverse).

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FROM: **Jeep + Blazen LLC**
24 N. Hillside Ave
Suite A
Hillside IL 60162

TO: **Lisa Bonnett, IEPA Director**
IEPA, PO Box 19276
1021 N. Grand Ave East
Springfield IL 62794-9276

PS Form 3806, Receipt for Registered Mail Copy 1 - Customer
May 2007 (7530-02-000-9051) (See Information on Reverse)
For domestic delivery information, visit our website at www.usps.com®

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X <i>Lisa Bonnett</i> Illinois Environmental Protection Agency 1021 North Grand Avenue East Post Office Box 19276 Springfield, Illinois 62794-9276</p> <p>B. Received by <input type="checkbox"/> Agent of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No OCT 27 2014 <i>[Signature]</i></p>
<p>1. Article Addressed to: Lisa Bonnett, Director IEPA 1021 N. Grand Ave East PO Box 19276 Springfield, IL 62794-9276</p>	<p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label) RA 392 250 946 US</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
PS Form 3811, February 2004	Domestic Return Receipt 102595-02-M-1540

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Tracking Number: RA392250946US

Updated Delivery Day: Saturday, October 25, 2014

Product & Tracking Information

Postal Product:
First-Class Mail®

Features:
Registered Mail™

Return Receipt

DATE & TIME	STATUS OF ITEM	LOCATION
October 27, 2014 , 8:12 am	Delivered	SPRINGFIELD, IL 62794
Your item was delivered at 8:12 am on October 27, 2014 in SPRINGFIELD, IL 62794		
October 25, 2014 , 6:31 am	Out for Delivery	SPRINGFIELD, IL 62703
October 25, 2014 , 6:21 am	Sorting Complete	SPRINGFIELD, IL 62703
October 25, 2014 , 4:06 am	Departed USPS Facility	SPRINGFIELD, IL 62703
October 25, 2014 , 12:03 am	Arrived at Unit	SPRINGFIELD, IL 62703
October 24, 2014 , 11:03 pm	Arrived at USPS Facility	SPRINGFIELD, IL 62703
October 24, 2014 , 1:30 pm	Arrived at USPS Facility	SAINT LOUIS, MO 63166
October 23, 2014 , 8:22 am	Arrived at USPS Facility	CHICAGO, IL 60699
October 22, 2014 , 3:56 am	Departed USPS Facility	SAINT PAUL, MN 55164
October 22, 2014 , 3:51 am	Arrived at USPS Facility	SAINT PAUL, MN 55164
October 21, 2014 , 5:21 pm	Arrived at USPS Facility	MENDOTA, MN 55150
October 21, 2014 , 5:13 pm	Arrived at USPS Facility	SAINT PAUL, MN 55111
October 20, 2014 , 4:26 pm	Departed Post Office	SEATTLE, WA 98109
October 20, 2014 , 4:08 pm	Acceptance	SEATTLE, WA 98109

Available Actions

Text Updates

Email Updates

Return Receipt After Mailing

Track Another Package

Tracking (or receipt) number

Registered No. RA 392 250 932 US		Date Stamp 0032 09 10/20/14	
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	Handling Charge	\$0.00	Return Receipt \$2.70
	Postage	\$0.91	Restricted Delivery \$0.00
	Received by	<i>[Signature]</i>	
Customer Must Declare Full Value \$0.00		Domestic Insurance up to \$25,000 is included based upon the declared value. International Indemnity is limited. (See Reverse).	
OFFICIAL USE			
To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed	FROM	Jeep + Blazer, LLC 24 N. Hillside Ave. Ste A. Hillside IL 60162	
	TO	WASHINGTON DC 20530 Eric Holder, Jr. AG of the US US Dept of Justice 950 Pennsylvania Ave NW Washington DC 20530-0001	
PS Form 3806, Receipt for Registered Mail Copy 1 - Customer May 2007 (7530-02-000-9051) (See Information on Reverse)			

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: Eric H. Holder, Jr. AG of the United States US Dept. of Justice 950 Pennsylvania Ave NW Washington, DC 20530-0001	B. Received by (Printed Name)	C. Date of Delivery
	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No <p style="text-align: center;">SEP 23 2014</p>	
2. Article Number (Transfer from service label) RA 392 250 932 US	3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
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Tracking Number: RA392250932US

On Time
Expected Delivery Day: Thursday, October 23, 2014

Product & Tracking Information

Postal Product:
First-Class Mail®

Features:
Registered Mail™

Return Receipt

Available Actions

Text Updates

Email Updates

Return Receipt After Mailing

DATE & TIME	STATUS OF ITEM	LOCATION
October 23, 2014 , 5:32 am	Delivered	WASHINGTON, DC 20530
Your item was delivered at 5:32 am on October 23, 2014 in WASHINGTON, DC 20530		
October 23, 2014 , 1:21 am	Arrived at Unit	WASHINGTON, DC 20066
October 22, 2014 , 1:24 pm	Arrived at USPS Facility	WASHINGTON, DC 20066
October 20, 2014 , 4:26 pm	Departed Post Office	SEATTLE, WA 98109
October 20, 2014 , 4:09 pm	Acceptance	SEATTLE, WA 98109

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Tracking (or receipt) number

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Registered No. RA 392 250 929 US

Date Stamp


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	Handling Charge	\$0.00	Return Receipt \$2.70
	Postage	\$0.91	Restricted Delivery \$0.00
	Received by	<i>[Signature]</i>	

Customer Must Declare Full Value \$0.00
 Domestic Insurance up to \$25,000 is included based upon the declared value. International Indemnity is limited. (See Reverse).

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90109

To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed	FROM	Jeep + Bizer, LLC 24N. Hillside Ave Ste A Hillside IL 60162
	TO	SUSAN HEDMAN, Reg Admin USEPA Region 5, MC: R-19J 77 W. Jackson Blvd. Chgo IL 60604-3507

PS Form 3806, Receipt for Registered Mail Copy 1 - Customer
 May 2007 (7530-02-000-9051) (See Information on Reverse)
 For domestic delivery information, visit our website at www.usps.com®

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <i>S. Owens</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>S. Owens</i> C. Date of Delivery <i>OCT 24 2014</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to: Susan Hedman, Reg. Adm. USEPA Reg. 5 Mail Code: R-19J 77 W. Jackson Blvd. Chicago, IL 60604-3507</p>	<p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label) RA 392 250 929 US</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

PS Form 3811, February 2004 Domestic Return Receipt 102585-02-M-1540

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Tracking Number: RA392250929US

Updated Delivery Day: **Friday, October 24, 2014**

Product & Tracking Information

Postal Product:
First-Class Mail®

Features:
Registered Mail™

Return Receipt

Text Updates

Email Updates

Return Receipt After Mailing

DATE & TIME	STATUS OF ITEM	LOCATION
October 24, 2014 , 11:23 am	Delivered	CHICAGO, IL 60604
Your item was delivered at 11:23 am on October 24, 2014 in CHICAGO, IL 60604		
October 24, 2014 , 9:07 am	Out for Delivery	CHICAGO, IL 60603
October 24, 2014 , 8:57 am	Sorting Complete	CHICAGO, IL 60603
October 24, 2014 , 8:38 am	Arrived at Unit	CHICAGO, IL 60603
October 23, 2014 , 8:43 am	Arrived at USPS Facility	CHICAGO, IL 60699
October 22, 2014 , 3:57 am	Departed USPS Facility	SAINT PAUL, MN 55164
October 22, 2014 , 3:54 am	Arrived at USPS Facility	SAINT PAUL, MN 55164
October 21, 2014 , 5:21 pm	Arrived at USPS Facility	MENDOTA, MN 55150
October 21, 2014 , 5:13 pm	Arrived at USPS Facility	SAINT PAUL, MN 55111
October 20, 2014 , 4:26 pm	Departed Post Office	SEATTLE, WA 98109
October 20, 2014 , 4:11 pm	Acceptance	SEATTLE, WA 98109

Track Another Package

Tracking (or receipt) number

Track It

Registered No. RA 392 250 915 US		Date Stamp 0032 OCT 20 2014 10/20/14	
To Be Completed By Post Office	Reg. Fee	\$11.95	
	Handling Charge	\$0.00	Return Receipt \$2.70
	Postage	\$0.91	Restricted Delivery \$0.00
	Received by	<i>[Signature]</i>	
Customer Must Declare Full Value \$ \$0.00		Domestic Insurance up to \$25,000 is included based upon the declared value. International Indemnity is limited. (See Reverse).	
OFFICIAL USE			
To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed	FROM	Jeep + Blazer, LLC 24 N. Hillside Ave Ste A Hillside IL 60162	
	TO	USEPA Gina McCarthy, Admin USEPA Hdqtrs - Ariel Rios Bldg 1200 Pennsylvania Ave; MC 1101A Washington DC 20460	
PS Form 3806, Receipt for Registered Mail Copy 1 - Customer May 2007 (7530-02-000-9051) (See Information on Reverse) For domestic delivery information, visit our website at www.usps.com®			

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery 10/27</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to: Gina McCarthy, Admin. USEPA USEPA Hdqtrs - Ariel Rios Bldg 1200 Pennsylvania Avenue Mail Code: 1101A Washington, DC 20460</p>	<p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label) RA 392 250 915 US</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
PS Form 3811, February 2004	Domestic Return Receipt 102595-02-M-1540

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Tracking Number: RA392250915US

Updated Delivery Day: Saturday, October 25, 2014

Product & Tracking Information

Postal Product:
First-Class Mail®

Features:
Registered Mail™

Return Receipt

Text Updates

Email Updates

Return Receipt After Mailing

DATE & TIME	STATUS OF ITEM	LOCATION
October 27, 2014 , 8:38 am	Delivered	WASHINGTON, DC 20460
Your item was delivered at 8:38 am on October 27, 2014 in WASHINGTON, DC 20460		
October 25, 2014 , 9:44 am	Sorting Complete	WASHINGTON, DC 20066
October 25, 2014 , 2:11 am	Arrived at Unit	WASHINGTON, DC 20066
October 23, 2014 , 6:25 am	Departed USPS Facility	WASHINGTON, DC 20066
October 22, 2014 , 1:24 pm	Arrived at USPS Facility	WASHINGTON, DC 20066
October 20, 2014 , 4:26 pm	Departed Post Office	SEATTLE, WA 98109
October 20, 2014 , 4:12 pm	Acceptance	SEATTLE, WA 98109

Available Actions

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Tracking (or receipt) number

Track It

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- FOIA >
- No FEAR Act EEO Data >

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Registered No. **RA 392 250 901 US**

To Be Completed By Post Office	Reg. Fee	\$11.95	
	Handling Charge	\$0.00	Return Receipt \$2.70
	Postage	\$0.91	Restricted Delivery \$0.00
	Received by		

Date Stamp: **0032 09 10/20/14**

Customer Must Declare Full Value **\$0.00**

Domestic Insurance up to \$25,000 is included based upon the declared value. International Indemnity is limited. (See Reverse).

OFFICIAL USE

To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed	FROM	Joseph + Blazer, LLC 24 N. Hillside Ave Ste A Hillside IL 60162
	TO	Atlanta Resources Inc. c/o Paula R. Shlanta Reg Agent Gen Counsel - Ten Peachtree Pl. NE Atlanta, GA 30309

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May 2007 (7530-02-000-9051) (See Information on Reverse)
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SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>X Emanuel Tucker</p>	
<p>1. Article Addressed to:</p> <p>AGL Resources Inc. c/o Paula R. Shlanta Reg. Agent General Counsel Ten Peachtree Place N.E. Atlanta, GA 30309</p>		<p>B. Received by (Printed Name) Emanuel Tucker</p> <p>C. Date of Delivery 10-22-14</p>	
<p>2. Article Number (Transfer from service label) RA 392 250 901 US</p>		<p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>PS Form 3811, February 2004</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

102595-02-M-1540

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Tracking Number: RA392250901US

Updated Delivery Day: Wednesday, October 22, 2014

Product & Tracking Information

Postal Product:
First-Class Mail®

Features:
Registered Mail™

Return Receipt

Available Actions

Text Updates

Email Updates

Return Receipt After Mailing

DATE & TIME	STATUS OF ITEM	LOCATION
October 22, 2014 , 11:06 am	Delivered	ATLANTA, GA 30309
Your item was delivered at 11:06 am on October 22, 2014 in ATLANTA, GA 30309.		
October 22, 2014 , 8:05 am	Arrived at Unit	ATLANTA, GA 30309
October 21, 2014 , 10:04 pm	Arrived at USPS Facility	ATLANTA, GA 30320
October 20, 2014 , 4:26 pm	Departed Post Office	SEATTLE, WA 98109
October 20, 2014 , 4:13 pm	Acceptance	SEATTLE, WA 98109

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Tracking (or receipt) number

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Registered No. RA 392250892 US		Date Stamp OCT 20 2014	
To Be Completed By Post Office	Reg. Fee	\$11.95	
	Handling Charge	\$0.00	Return Receipt \$2.70
	Postage	\$0.91	Restricted Delivery \$0.00
	Received by	<i>[Signature]</i>	
	Customer Must Declare Full Value \$ \$0.00		Domestic Insurance up to \$25,000 is included based upon the declared value. International Indemnity is limited. (See Reverse).
OFFICIAL USE			
To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed	FROM	98109 J&P + Blaw, LLC 247. Hillside Ave St A Hillside IL 60162	
	TO	PARK RIDGE IL 60068 90 Corp Creations Network Inc. Reg Agent #300 350 S. Northwest Highway Park Ridge, IL 60068	
PS Form 3806, Receipt for Registered Mail		Copy 1 - Customer	
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For domestic delivery information, visit our website at www.usps.com			

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>Exelon Corp. 90 Corp. Creations Network Inc. Reg. Agent 350 S. Northwest Highway #300 Park Ridge, IL 60068</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input checked="" type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label) RA 392 250 892 US</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
PS Form 3811, February 2004	Domestic Return Receipt 102595-02-M-1540

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Tracking Number: RA392250892US

Updated Delivery Day: Friday, October 24, 2014

Product & Tracking Information

Postal Product:
First-Class Mail®

Features:
Registered Mail™

Return Receipt

Text Updates

Email Updates

Return Receipt After Mailing

DATE & TIME	STATUS OF ITEM	LOCATION
October 24, 2014 , 9:30 am	Delivered	PARK RIDGE, IL 60068
Your item was delivered at 9:30 am on October 24, 2014 in PARK RIDGE, IL 60068.		
October 24, 2014 , 5:45 am	Departed USPS Facility	PALATINE, IL 60095
October 24, 2014 , 12:02 am	Arrived at USPS Facility	PALATINE, IL 60095
October 23, 2014 , 7:42 pm	Arrived at Unit	PALATINE, IL 60095
October 23, 2014 , 8:22 am	Arrived at USPS Facility	CHICAGO, IL 60699
October 22, 2014 , 3:56 am	Departed USPS Facility	SAINT PAUL, MN 55164
October 22, 2014 , 3:51 am	Arrived at USPS Facility	SAINT PAUL, MN 55164
October 21, 2014 , 5:21 pm	Arrived at USPS Facility	MENDOTA, MN 55150
October 21, 2014 , 5:11 pm	Arrived at USPS Facility	SAINT PAUL, MN 55111
October 20, 2014 , 4:26 pm	Departed Post Office	SEATTLE, WA 98109
October 20, 2014 , 4:14 pm	Acceptance	SEATTLE, WA 98109

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Tracking (or receipt) number

Track It

Registered No. **RA 392 250 889 US**

To Be Completed By Post Office	Reg. Fee	\$11.95	
	Handling Charge	\$0.00	Return Receipt \$2.70
	Postage	\$0.91	Restricted Delivery \$0.00
	Received by	<i>[Signature]</i>	

Date Stamp: **0032 09 10/20/14**

Customer Must Declare Full Value \$ **\$0.00**

Domestic Insurance up to \$25,000 is included based upon the declared value. International Indemnity is limited. (See Reverse).

OFFICIAL USE

To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed	FROM	98109 Jeep + Blazer, LLC 24 N. Hillside Ave Ste A Hillside IL 60162
	TO	SPRINGFIELD IL 62703 Northern IL Gas Co dba NICOR Gas % IL Corp. Serv. Co Reg. Agent 801 Adlai Stevenson Drive Springfield IL 62703-4261

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SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <i>Tom Jarvis</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Tom Jarvis</i> C. Date of Delivery <i>OCT 27 2014</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to: <i>Northern IL Gas Co. dba NICOR GAS % IL Corp. Serv. Co. Reg. Agent 801 Adlai Stevenson Dr. Springfield, IL 62703-4261</i></p>	<p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number (Transfer from service label) RA 392 250 889 US</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
PS Form 3811, February 2004	Domestic Return Receipt 102595-02-M-1540

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Have questions? We're here to help.

Tracking Number: RA392250889US

Expected Delivery Day: Thursday, October 23, 2014

Product & Tracking Information

Postal Product:
First-Class Mail®

Features:
Registered Mail™

Return Receipt

Available Actions

Text Updates

Email Updates

Return Receipt After Mailing

DATE & TIME	STATUS OF ITEM	LOCATION
October 27, 2014 , 10:49 am	Delivered	SPRINGFIELD, IL 62703
Your item was delivered at 10:49 am on October 27, 2014 in SPRINGFIELD, IL 62703		
October 25, 2014 , 8:14 am	Business Closed	SPRINGFIELD, IL 62703
October 25, 2014 , 8:09 am	Business Closed	SPRINGFIELD, IL 62703
October 24, 2014 , 11:01 pm	Departed USPS Facility	SPRINGFIELD, IL 62703
October 24, 2014 , 10:52 pm	Arrived at USPS Facility	SPRINGFIELD, IL 62703
October 24, 2014 , 1:30 pm	Arrived at USPS Facility	SAINT LOUIS, MO 63166
October 23, 2014 , 8:22 am	Arrived at USPS Facility	CHICAGO, IL 60699
October 22, 2014 , 3:56 am	Departed USPS Facility	SAINT PAUL, MN 55164
October 22, 2014 , 3:51 am	Arrived at USPS Facility	SAINT PAUL, MN 55164
October 21, 2014 , 5:21 pm	Arrived at USPS Facility	MENDOTA, MN 55150
October 21, 2014 , 5:13 pm	Arrived at USPS Facility	SAINT PAUL, MN 55111
October 20, 2014 , 4:26 pm	Departed Post Office	SEATTLE, WA 98109
October 20, 2014 , 4:15 pm	Acceptance	SEATTLE, WA 98109

Track Another Package

Tracking (or receipt) number

Registered No. **RA 392 250 875 US**

Date Stamp: **0032 09 10/20/14**

To Be Completed By Post Office	Reg. Fee	\$11.95	
	Handling Charge	\$0.00	Return Receipt \$2.70
	Postage	\$0.91	Restricted Delivery \$0.00
	Received by	<i>[Signature]</i>	

Customer Must Declare Full Value \$0.00. Domestic Insurance up to \$25,000 is included based upon the declared value. International Indemnity is limited. (See Reverse).

OFFICIAL USE

To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed	FROM	88109 Jepp + Blazer 24 N. Hillside St A Hillside IL 60162
	TO	Park Ridge IL 60068 Crown Reg Ag Corp Creations 350 S. NW Hwy Ste 300 Park Ridge IL 60068

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SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>COMM Edison Co, c/o Corp Creations Network Inc Agent 350 S. Northwest Hwy #300 PARK RIDGE, IL 60068</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input checked="" type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Transfer from service label) RA 392 250 875 US</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

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Have questions? We're here to help.

Tracking Number: RA392250875US

Updated Delivery Day: Friday, October 24, 2014

Product & Tracking Information

Postal Product:
First-Class Mail®

Features:
Registered Mail™

Return Receipt

Available Actions

Text Updates

Email Updates

Return Receipt After Mailing

DATE & TIME	STATUS OF ITEM	LOCATION
October 24, 2014 , 9:30 am	Delivered	PARK RIDGE, IL 60068
Your item was delivered at 9:30 am on October 24, 2014 in PARK RIDGE, IL 60068.		
October 24, 2014 , 5:45 am	Departed USPS Facility	PALATINE, IL 60095
October 24, 2014 , 12:02 am	Arrived at USPS Facility	PALATINE, IL 60095
October 23, 2014 , 7:42 pm	Arrived at Unit	PALATINE, IL 60095
October 23, 2014 , 8:22 am	Arrived at USPS Facility	CHICAGO, IL 60699
October 22, 2014 , 3:56 am	Departed USPS Facility	SAINT PAUL, MN 55164
October 22, 2014 , 3:51 am	Arrived at USPS Facility	SAINT PAUL, MN 55164
October 21, 2014 , 5:21 pm	Arrived at USPS Facility	MENDOTA, MN 55150
October 21, 2014 , 5:13 pm	Arrived at USPS Facility	SAINT PAUL, MN 55111
October 20, 2014 , 4:26 pm	Departed Post Office	SEATTLE, WA 98109
October 20, 2014 , 4:16 pm	Acceptance	SEATTLE, WA 98109

Track Another Package

Tracking (or receipt) number

Track It

=====

QUEEN ANNE PO
 SEATTLE, Washington
 981094503
 5476210032-0098
 10/20/2014 (206)282-0542 04:17:44 PM

=====

=====

Sales Receipt

=====

Product Description	Sale Unit Qty	Unit Price	Final Price
---------------------	---------------	------------	-------------

SPRINGFIELD IL 62794 Zone-7			\$0.91
First-Class Mail Letter			
2.30 oz.			
Expected Delivery: Thu 10/23/14			
Return Rcpt (Green Card)			\$2.70
@@ ~ Registered			\$11.95
Insured Value:	\$0.00		
Article Value:	\$0.00		
USPS Registered Mail #:			
RA392250946US			

=====
 Issue Postage: \$15.56

WASHINGTON DC 20530 Zone-8			\$0.91
First-Class Mail Letter			
2.30 oz.			
Expected Delivery: Thu 10/23/14			
Return Rcpt (Green Card)			\$2.70
@@ ~ Registered			\$11.95
Insured Value:	\$0.00		
Article Value:	\$0.00		
USPS Registered Mail #:			
RA392250932US			

=====
 Issue Postage: \$15.56

CHICAGO IL 60604 Zone-7			\$0.91
First-Class Mail Letter			
2.30 oz.			
Expected Delivery: Thu 10/23/14			
Return Rcpt (Green Card)			\$2.70
@@ ~ Registered			\$11.95
Insured Value:	\$0.00		
Article Value:	\$0.00		
USPS Registered Mail #:			
RA392250929US			

Issue Postage: \$15.56

WASHINGTON DC 20460 Zone-8			\$0.91
First-Class Mail Letter			
2.30 oz.			
Expected Delivery: Thu 10/23/14			
Return Rcpt (Green Card)			\$2.70
@@ ~ Registered			\$11.95
Insured Value:	\$0.00		
Article Value:	\$0.00		
USPS Registered Mail #:			
RA392250915US			

=====
 Issue Postage: \$15.56

ATLANTA GA 30309 Zone-8			\$0.91
First-Class Mail Letter			
2.30 oz.			
Expected Delivery: Thu 10/23/14			
Return Rcpt (Green Card)			\$2.70
@@ ~ Registered			\$11.95
Insured Value:	\$0.00		
Article Value:	\$0.00		
USPS Registered Mail #:			
RA392250901US			

=====
 Issue Postage: \$15.56

PARK RIDGE IL 60068 Zone-7			\$0.91
First-Class Mail Letter			
2.30 oz.			
Expected Delivery: Thu 10/23/14			
Return Rcpt (Green Card)			\$2.70
@@ ~ Registered			\$11.95
Insured Value:	\$0.00		
Article Value:	\$0.00		
USPS Registered Mail #:			
RA392250892US			

=====
 Issue Postage: \$15.56

SPRINGFIELD IL 62703 Zone-7			\$0.91
First-Class Mail Letter			
2.30 oz.			
Expected Delivery: Thu 10/23/14			
Return Rcpt (Green Card)			\$2.70
@@ ~ Registered			\$11.95
Insured Value:	\$0.00		
Article Value:	\$0.00		
USPS Registered Mail #:			
RA392250899US			

Issue Postage: \$15.56

PARK RIDGE IL 60068 Zone-7 \$0.91

First-Class Mail Letter
2.30 oz.

Expected Delivery: Thu 10/23/14

Return Rcpt (Green Card) \$2.70

@ ~ Registered \$11.95

Insured Value: \$0.00

Article Value: \$0.00

USPS Registered Mail #:
RA392250875US

=====
Issue Postage: \$15.56

=====
Total: \$124.48

Paid by:

MasterCard \$124.48

Account #: XXXXXXXXXXXX3849

Approval #: 93585P

Transaction #: 636
23903510196

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Box. Sign up for a box online at
usps.com/poboxes.

Bill#:1000202377015

Clerk:09

EXHIBIT I

CHAPTER 12 - HAZARDOUS SUBSTANCES REMOVAL AND ABATEMENT COSTS

SECTION:

9-12-1. - DEFINITIONS:

<i>ABANDONMENT:</i>	The act of leaving a thing with the intent not to retain possession of or assert ownership or control over it. The intent need not coincide with the act of leaving. It is prima facie evidence of the necessary intent to abandon a vehicle containing a hazardous substance that:
	(A) The vehicle has been left for more than two (2) days unattended and unmoved; or
	(B) License plates or other identifying marks have been removed from the vehicle; or
	(C) The vehicle has been damaged or is deteriorated so extensively that it has value only for junk or salvage; or
	(D) The owner or operator has been notified by a law enforcement agency to remove the vehicle, and it has not been removed within twenty four (24) hours after notification.
<i>FIRE CHIEF:</i>	The Fire Chief of the City of Evanston, or his/her authorized representative.
<i>HAZARDOUS SUBSTANCES:</i>	(A) Any material as designated pursuant to the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC 9601(14), as amended; or
	(B) Any substance, material, waste, or mixture designated as a hazardous material, waste, or substance according to 49 Code of Federal Regulations (CFR) or according to 415 ILCS 5/3.215 and 5/3.220, as amended, excluding highway route-controlled quantities of radioactive materials as defined in 49 CFR 173.403(1), and excluding ores, the products from mining, milling, smelting, and similar processing of ores, and the wastes and tailings therefrom, and excluding special fireworks as defined in 49 CFR 173.88(d) when the aggregate amount of flash powder does not exceed fifty (50)

	pounds.
	(C) Any material which is listed on the list of Environmental Protection Agency pollutants, 40 CFR 401.15, as amended; or
	(D) Any material which is classified by the National Fire Protection Association (NFPA) as either a flammable liquid, a Class II combustible liquid, or a Class III combustible liquid; or
	(E) Any material which has been determined by the party storing it, or having control of it, through testing or other objective means, to be likely to create a significant potential or actual hazard to public health, safety, or welfare or to the environment. This definition shall not establish a requirement to test for the purposes of this Chapter; or
	(F) Any material which has been determined by the Fire Chief, through information based on appraisal and assessment from reliable resources, to be likely to create a significant potential or actual hazard to public health, safety, or welfare or to the environment. The fact that the material in question is not designated as a hazardous substance pursuant to paragraphs (A) through (E) of this definition or is excluded by the legislation or NFPA classifications of paragraphs (A) through (D) of this definition, does not preclude the Fire Chief from determining that the material is a hazard, given the totality of the particular facts and circumstances.
HAZARDOUS SUBSTANCE INCIDENT:	Any emergency circumstance involving the sudden release or threatened release of a hazardous substance which, in the judgment of an emergency response authority, whether said emergency response authority be the City, a MABAS agreement member unit, or a Federal or State agency or other local agency, threatens immediate and irreparable harm to the environment or the health, safety, or welfare of any individual other than individuals exposed to the risks associated with hazardous substances in the normal course of their employment. "Hazardous substance incident" includes those incidents of releasing or abandoning of a hazardous substance, whether or not such releasing or abandoning is found to threaten immediate and irreparable harm, but such term does not include any release of a hazardous substance authorized pursuant to any Federal, State, or local law or regulation.
PERSON:	Any individual, public or private corporation, partnership, association, firm,

	<p>trust, or estate, the State or any department, institution, or agency thereof, any municipal corporation, county, City and county, or other political subdivision of the State, or any other legal entity whatsoever which is recognized by law as the subject of rights and duties.</p>
<p><i>RELEASE:</i></p>	<p>Any actual or threatened spilling, leaking pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, but excludes a) any release which results in exposure to persons solely within a workplace, with respect to a claim which such persons may assert against the employer of such persons; b) emissions from the engine exhaust of a motor vehicle, rolling stock, aircraft, vessel, or pipeline pumping station engine; c) release of source, byproduct, or special nuclear material from a nuclear incident, as those terms are defined in Atomic Energy Act of 1954, if such release is subject to requirements with respect to financial protection established by the Nuclear Regulatory Commission under Section 1870 of such Act; and d) the normal application of fertilizer.</p>
<p><i>REMOVE or REMOVAL:</i></p>	<p>The cleanup or removal of released hazardous substances from the environment, such actions as may be necessary to be taken in the event of the threat of release of hazardous substances into the environment, such actions as may be necessary to monitor, assess, and evaluate the release or threat of release of hazardous substances, the disposal of removed material, or the taking of such other actions as may be necessary to prevent, minimize, or mitigate damage to the public health or welfare or the environment, which may otherwise result from a release or threat of release. The term includes, in addition, without being limited to, security fencing or other measures to limit access, provision of alternative water suppliers, temporary evacuation and housing of threatened individuals, and any emergency assistance which may be provided under The Illinois Emergency Management Agency Act, 20 ILCS 3305/ et seq., as amended, pursuant to the MABAS agreement.</p>
<p><i>VEHICLE:</i></p>	<p>Any device which is capable of moving itself, or of being moved, from place to place upon wheels or endless tracks. The term includes, but is not limited to, any motor vehicle, trailer, or semi-trailer.</p>
<p><i>VESSEL:</i></p>	<p>A ship or other craft used in navigation; any structure which is made to float upon the water or which does float upon the water.</p>

(Ord. No. 8-0-12, (49-0-11(exh. B, § 9-12-1)), 1-23-2012)

9-12-2. - LIABILITY FOR HAZARDOUS SUBSTANCE INCIDENT REMOVAL OR ABATEMENT COSTS.

- (A) The Fire and Life Safety Services Department is authorized to remove or abate the effects of any hazardous substance incident involving the actual or threatened release of a hazardous material 1) upon or into property or facilities in the City or along its lakefront or 2) pursuant to any mutual aid box alarm system (MABAS) agreement in effect, it being understood that such aid will be rendered outside the City limits. The following described persons shall be jointly and severally liable a) to the City for the payment of all costs incurred by the City as a result of such removal and/or abatement activity, and b) to any member unit of the MABAS agreement rendering aid to the City pursuant to said agreement.
1. The person or persons whose negligent, reckless, or willful act or omission proximately caused such release; and
 2. The person or persons who owned or had custody or control of the hazardous substance at the time of such release, without regard to fault or proximate cause; and
 3. The person or persons who owned or had custody or control of the container, transport vehicle, or transport vessel which held such hazardous substance at the time of, or immediately prior to, such release, without regard to fault or proximate cause; and
 4. Any person owning or in control of any real property from which a hazardous substance is or may be released.
- (B) In the event that any person undertakes, voluntarily or upon order of the Fire Chief, to remove or abate the effects of any actual or threatened hazardous substance release upon or into any property or facility in the City, or along its lakefront, the Fire Chief may take such action as is necessary to supervise or verify the adequacy of the removal or abatement. The person(s) described in subsections (A)1 through (A)4 of this Section shall be liable to the City for all costs incurred as a result of such supervision or verification.

(Ord. No. 8-0-12, (49-0-11(exh. B, § 9-12-2)), 1-23-2012)

9-12-3. - REMOVAL OR ABATEMENT COSTS.

- (A) For purposes of this Chapter, costs incurred by the City shall include, but shall not be limited to, the following, whether incurred within the City, along its lakeshore or outside the City limits as a result of rendering mutual aid pursuant to the MABAS agreement: actual labor cost of City personnel, including benefits and administrative overhead; costs of consultants whose expertise is required to remove or abate the incident or to assess the nature and extent of damage done; cost of equipment operation; replacement cost of vehicles or equipment which, in the determination of the Fire Chief, is contaminated beyond reuse or repair; laboratory costs; cost of materials or equipment obtained directly by the City; cost of any contract or mutual aid labor and materials; attorney fees incurred in collecting monies owed to the City by liable parties.
- (B) When the action to remove or abate the effects of a hazardous substance includes extinguishing a fire, the costs may only include the expenses, such as those set forth in Subsection 9-13-3(A) of this Section, related to the hazardous substance and not any expense related to extinguishing the fire.
- (C)

Nothing contained in this Chapter shall be construed to change or impair any right of recovery or subrogation arising under any mutual aid agreement or any other ordinance, statute, or provision of law. No criminal quasi-criminal remedy for any wrongful action shall be excluded or impaired by this Chapter.

- (D) The City Manager or his/her designee shall allow for a reasonable time for payment of the reimbursement amount and shall consider any written objections on the type and amount of expense. In the event that no payment or response to the request for reimbursement has been received within thirty (30) days from the date of the invoice, the City Manager or his/her designee is hereby authorized to direct the corporation counsel to take appropriate legal action.
- (E) A MABAS member unit rendering aid to the City in a hazardous substances incident pursuant to the MABAS agreement shall have its own right of action under this Chapter for recovery of costs.
(Ord. No. 65-0-89; Ord. No. 8-0-12, (49-0-11(exh. B, § 9-12-3)), 1-23-2012)

9-12-4. - LIBERAL CONSTRUCTION.

This Chapter shall be liberally construed to give effect to its purpose, which is to shift the burden of liability for the aforesaid removal or abatement costs from the citizens of Evanston to those responsible for the incident.

(Ord. No. 65-0-89; Ord. No. 8-0-12, (49-0-11(exh. B, § 9-12-4)), 1-23-2012)

9-12-5. - SEVERABILITY.

If any provision, clause, sentence, paragraph, Section or part of this Chapter, or application thereof to any person or circumstance, shall for any reason be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this Chapter and the application of such provision to other persons or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, Section or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. It is hereby declared to be the legislative intent of the City Council that this Chapter would have been adopted had such unconstitutional or invalid provisions, clause, sentence, paragraph, Section or part thereof not been included.

(Ord. No. 65-0-89; Ord. No. 8-0-12, (49-0-11(exh. B, § 9-12-5)), 1-23-2012)

EXHIBIT J

7/9/82
7/23/82

76-0-82

AN ORDINANCE

Authorizing Northern Illinois Gas Company,
Its Successors and Assigns, To Construct, Operate
and Maintain a Gas Distributing System In and Through the
City of Evanston

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVANSTON,
ILLINOIS:

SECTION 1: That the right, permission and authority be and
the same are hereby granted to NORTHERN ILLINOIS
GAS COMPANY, an Illinois corporation, its successors and assigns
(hereinafter referred to as the "Grantee"), to construct, operate and
maintain in and through the CITY OF EVANSTON (hereinafter referred to as
the "Municipality"), in the State of Illinois, for a term of Fifty (50)
Years, a system for the production, distribution and sale of gas for
fuel, heating, power, processing and any other purposes within and
outside the corporate limits of the Municipality, and to construct, lay,
maintain and operate such gas pipes, mains, conductors and other
devices, apparatus and equipment as may be necessary or convenient for
such system in, under, along and across each and all of the streets,
alleys, avenues and other public places in the Municipality, subject to
the conditions and regulations hereinafter set forth.

SECTION 2: All pipes, mains, conductors and other appliances,
including connections with service pipes, hereafter
laid in streets, alleys, avenues or other public places, shall be laid
under the supervision of the Director of Public Works or such other duly
authorized agent of the Municipality as the City Council may from time
to time designate. All pipes, mains, conductors and other appliances
shall be so located as not to injure unnecessarily any drains, sewers,
catch basins, water pipes, pavements or other like public improvements,
but should any drain, sewer, catch basin, water pipe, pavement or other
like public improvement be injured by such location, the Grantee shall

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forthwith repair the damage caused by such injury to the satisfaction of the Committee on Streets and Alleys, or such other duly authorized agent, as the case may be, and in default thereof the Municipality may repair such damage and charge the cost thereof to, and collect the same from, the Grantee. The Grantee shall be subject to all reasonable regulations which may now or hereafter be prescribed by general ordinance of the Municipality with respect to the use of the public streets, alleys, avenues and other public places of the Municipality.

SECTION 3: The Grantee shall indemnify, become responsible for and forever save harmless the Municipality from any and all judgments, damages, decrees, costs and expenses, including attorneys' fees, which the Municipality may legally suffer or incur, or which may be legally obtained against the Municipality, for or by reason of the use and occupation of any street, alley, avenue or other public place in the Municipality by the Grantee pursuant to the terms of this ordinance or legally resulting from the exercise by the Grantee of any of the privileges herein granted. This indemnity shall extend to and include judgments, damages, decrees, costs and expenses, including attorneys' fees which may be obtained or assessed against the Municipality resulting from the Municipality's right of supervision and control, whether or not exercised, over the excavation, installation or construction carried forth by Grantee under Section 2 of this franchise.

SECTION 4: After the passage of this ordinance, and within thirty (30) days after passage, this ordinance, if accepted, shall be accepted by the Grantee by its filing with the City Clerk of the Municipality an unconditional written acceptance hereof, to be duly executed according to law, and a failure of the Grantee to so accept this ordinance within said period of time shall be deemed a rejection hereof by

7/9/82

the Grantee, and the rights and privileges herein granted shall after the expiration of said period of thirty (30) days, if not so accepted, absolutely cease and determine, unless said period of time shall be extended by the Municipality by ordinance duly passed for that purpose and before the expiration of said period of thirty (30) days.

SECTION 5: All provisions of this ordinance which are obligatory upon, or which inure to the benefit of, said Northern Illinois Gas Company shall also be obligatory upon and shall inure to the benefit of any and all successors and assigns of said Company, and the word "Grantee" wherever appearing in this ordinance shall include and be taken to mean not only said Northern Illinois Gas Company, but also each and all of such successors and assigns.

SECTION 6: This ordinance, if accepted by the Grantee as hereinabove provided, shall be in full force and effect on and after September 9, 1982, and from and after the effective date shall supersede, cancel, repeal and be in lieu of any and all other existing or prior grants of right, permission and authority by said Municipality to said Grantee or any predecessor companies or assignors of the Grantee to construct, operate and maintain any system for the production, distribution and sale of gas for fuel, heating, power, processing and any other purposes within the corporate limits of this Municipality, and this ordinance shall likewise cancel all of the obligations under said existing or prior grants.

PASSED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, ILLINOIS, THIS

9th DAY OF August, A.D. 1982

Sandra H. Gross
City Clerk

APPROVED BY THE MAYOR OF THE CITY OF EVANSTON, ILLINOIS, THIS

10th DAY OF August, A.D. 1982

[Signature]
Mayor

ATTEST:

Sandra H. Gross
City Clerk

Approved as to form:

[Signature]
Corporation Counsel

STATE OF ILLINOIS }
COUNTY OF COOK } SS.
CITY OF EVANSTON }

I, Sandra W. Gross, City Clerk of the City of Evanston, Illinois, do hereby certify that the foregoing is a true and correct copy of an Ordinance duly passed by the City Council of said City on the 9th day of August, A.D. 1982, and duly approved by the Mayor of said City on the 10th day of August, A.D. 1982, the original of which Ordinance is now on file in my office.

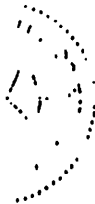
I do further certify that I am the legal custodian of all papers, contracts, documents and records of said City.

WITNESS my hand and the official seal of said City this 12th day of August, A.D. 1982.

Sandra W. Gross
City Clerk

2100 Ridge Ave
Address

(Seal)



STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.
)
CITY OF EVANSTON)

I, Sandra W. Gross, City Clerk
of the City of Evanston, Illinois, do hereby certify
that the attached and foregoing is a true and correct copy of an
Acceptance of an Ordinance of said City, duly passed by the City
Council of said City on the 9th day of August
A.D. 1982, and duly approved by the Mayor of said City on the
10th day of August, A.D. 1982, and that said
acceptance was duly filed in my office on the 24th day of
August, A.D. 1982.

I do further certify that I am the legal custodian of all
papers, contracts, documents and records of the said City.

WITNESS my hand and the official seal of said City this
24th day of August, A.D. 1982.

Sandra W. Gross
City Clerk

2100 Ridge Ave., Evanston
Address

ACCEPTANCE OF GAS ORDINANCE

TO THE MAYOR AND CITY COUNCIL

CITY OF EVANSTON

EVANSTON, ILLINOIS

Gentlemen:

The undersigned, NORTHERN ILLINOIS GAS COMPANY, for itself, its successors and assigns, hereby accepts the Ordinance entitled:

"An Ordinance authorizing Northern Illinois Gas Company, its successors and assigns, to construct, operate and maintain a gas distributing system in and through the City of Evanston, Illinois";

duly passed by the City Council of the City of Evanston, on the 9th day of August, A.D. 1982, and duly approved by the Mayor of said City on the 10th day of August, A.D. 1982.

IN TESTIMONY WHEREOF, the undersigned has caused these presents to be signed by its Vice President, and its Corporate Seal to be hereunto affixed, attested by its ~~Secretary~~ Assistant Secretary, this 20th day of August, A.D. 1982.

NORTHERN ILLINOIS GAS COMPANY

By L. A. Boldebuck
Vice President

ATTEST:

J. Peter
Assistant Secretary