

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

UNITED STATES OF AMERICA,

Plaintiff,

v.

RANDY JONES,

Defendant.

Case No.14-CR-

14 - CR220

U.S. DISTRICT COURT
EASTERN DISTRICT OF
WISCONSIN
FILED
2014 NOV 14 PM 12:00
JON W. SANTELE
CLERK

PLEA AGREEMENT

1. The United States of America, by its attorneys, James L. Santelle, United States Attorney for the Eastern District of Wisconsin, Tracy Johnson, Assistant United States Attorney, and Jennifer A. Whitfield, Senior Trial Attorney, Environmental Crimes Section of the Environment and Natural Resources Division, and the defendant, Randy Jones, individually and by attorney Eduardo M. Borda, pursuant to Rule 11 of the Federal Rules of Criminal Procedure, enter into the following plea agreement:

CHARGES

2. The defendant has been charged in a three-count information, which alleges violations of Title 49, United States Code, Sections 60123(a) and Title 18 United States Code, Sections 2 and 1001.

3. The defendant has read and fully understands the charges contained in the information. He fully understands the nature and elements of the crimes with which he has been charged, and those charges and the terms and conditions of the plea agreement have been fully explained to him by his attorney.

4. The defendant voluntarily agrees to waive prosecution by indictment in open court.

5. The defendant voluntarily agrees to plead guilty to the following counts set forth in full as follows:

COUNT ONE

THE UNITED STATES ATTORNEY CHARGES:

Background

At all times relevant to this Information:

1. *Shell Pipeline Company, L.P (Shell) operated a pipeline that delivered commercial aviation jet fuel to General Mitchell International Airport in Milwaukee, Wisconsin (MKE). The pipeline ran parallel to a railroad, crossed local streets, and traversed the grounds of MKE.*

2. *Defendant Randy Jones was employed by Shell as an onshore corrosion coordinator and was responsible for corrosion coordination of the Shell pipeline at MKE. His responsibilities included conducting an annual cathodic protection survey of the pipeline, taking bi-monthly cathodic protection readings from pipeline rectifiers, and recording all of the data into a computer system used to generate reports for the United States Department of Transportation, Pipeline and Hazardous Material Safety Administration (PHMSA).*

The Pipeline Safety Act

3. *The Pipeline Safety Act was enacted to provide adequate protection against risk to life and property posed by pipeline transportation and pipeline facilities. 49 U.S.C. § 60101 et seq. The Secretary of Transportation, through PHMSA, is the primary official responsible for regulating management and movement of hazardous material in pipelines. 49*

U.S.C. § 60102. Regulations established by PHMSA, are codified in Sections 190-199 of Chapter 49 of the Code of Federal Regulations. 49 C.F.R. §§ 190-199.

4. In general, buried or submerged pipelines must have a defined level of cathodic protection to prevent corrosion of the pipeline. 49 C.F.R. § 195.563 and .571. The operator of the pipeline is required to conduct annual testing, a survey, of the pipeline, and take a bi-monthly voltage reading from the rectifiers. 49 C.F.R. § 195.573(a)(1) and (c). Records of all testing, inspections, and surveys of the pipeline required by PHMSA regulations must be maintained for as long as the pipeline is in service. 49 C.F.R. § 195.589.

5. From approximately January through December 2011, in the State and Eastern District of Wisconsin, the defendant,

RANDY JONES

did knowingly and willfully violate and cause a violation of a regulation implemented under the Pipeline Safety Act, by failing to conduct an annual survey of the Shell pipeline located at MKE.

All in violation of Title 49, United States Code, Section 60123(a), Title 49, Code of Federal Regulations, Section 195.573(a)(1), and Title 18, United States Code, Section 2.

COUNT TWO

THE UNITED STATES ATTORNEY FURTHER CHARGES:

6. Paragraphs 1 through 4 of this Information are realleged and fully incorporated herein by reference.

7. From approximately January through December 2011, in the State and Eastern District of Wisconsin, the defendant,

RANDY JONES

did knowingly and willfully violate and cause a violation of a regulation implemented under the Pipeline Safety Act, by failing to take bi-monthly voltage readings from the rectifiers connected to the Shell pipeline at MKE.

All in violation of Title 49, United States Code, Section 60123(a), Title 49, Code of Federal Regulations, Section 195.573(c), and Title 18, United States Code, Section 2.

COUNT THREE

THE UNITED STATES ATTORNEY FURTHER CHARGES:

8. *Paragraphs 1 through 4 of this Information are realleged and fully incorporated herein by reference.*

9. *On or about December 8, 2011, in the State and Eastern District of Wisconsin, the defendant,*

RANDY JONES

did knowingly and willfully make a false material statement and representation in a matter within the jurisdiction of an executive branch of the government of the United States, to wit: JONES entered false survey data and false bi-monthly voltage readings for rectifiers connected to the Shell pipeline at MKE, into a computer system used to generate reports for the PHMSA.

All in violation of Title 18, United States Code, Section 1001.

6. The defendant acknowledges, understands, and agrees that he is, in fact, guilty of the offenses described in paragraph 5. The parties acknowledge and understand that if this case were to proceed to trial, the government would be able to prove the facts in Attachment A beyond a reasonable doubt. The defendant admits that these facts are true and correct and establish his guilt beyond a reasonable doubt.

This information is provided for the purpose of setting forth a factual basis for the plea of guilty. It is not a full recitation of the defendant's knowledge of, or participation in, these offenses.

PENALTIES

7. The parties understand and agree that the offenses to which the defendant will enter a plea of guilty carry the following maximum terms of imprisonment and fines: Count One, 5 years and \$250,000; Count Two, 5 years and \$250,000; and Count Three, 5 years and \$250,000. Each count also carries a mandatory special assessment of \$100, and a maximum of 3 years of supervised release. The parties further recognize that a restitution order may be entered by the court. The parties' acknowledgments, understandings, and agreements with regard to restitution are set forth in paragraph 33 of this agreement.

ELEMENTS

8. The parties understand and agree that in order to sustain the charge of violating the Pipeline Safety Act as set forth in Count One and Count Two, the government must prove each of the following propositions beyond a reasonable doubt:

First, a person;

Second, knowingly and willfully;

Third, violated a regulation prescribed under the pipeline safety laws.

9. The parties understand and agree that in order to sustain the charge of making false statements to the government as set forth in Count Three, the government must prove each of the following propositions beyond a reasonable doubt:

First, the defendant made a statement or representation;

Second, the statement or representation was false or fictitious;

Third, the statement or representation was material;

Fourth, the defendant acted knowingly and willfully; and

Fifth, the defendant made the statement or representation in a matter within the jurisdiction of the executive branch of the United States.

SENTENCING PROVISIONS

10. The parties agree to waive the time limits in Fed. R. Crim. P. 32 relating to the presentence report, including that the presentence report is disclosed not less than 35 days before the sentencing hearing, in favor of a schedule for disclosure, and the filing of any objections, to be established by the court at the change of plea hearing.

11. The parties acknowledge, understand, and agree that any sentence imposed by the court will be pursuant to the Sentencing Reform Act, and that the court will give due regard to the Sentencing Guidelines when sentencing the defendant.

12. The parties acknowledge and agree that they have discussed all of the sentencing guidelines provisions which they believe to be applicable to the offenses set forth in paragraph 5. The defendant acknowledges and agrees that his attorney in turn has discussed the applicable sentencing guidelines provisions with him to the defendant's satisfaction.

13. The parties acknowledge and understand that prior to sentencing the United States Probation Office will conduct its own investigation of the defendant's criminal history. The parties further acknowledge and understand that, at the time the defendant enters a guilty plea, the parties may not have full and complete information regarding the defendant's criminal history. The parties acknowledge, understand, and agree that the defendant may not move to withdraw the guilty plea solely as a result of the sentencing court's determination of the defendant's criminal history.

Sentencing Guidelines Calculations

14. The parties acknowledge, understand, and agree that the sentencing guidelines calculations included in this agreement represent the positions of the parties on the appropriate sentence range under the sentencing guidelines. The defendant acknowledges and understands that the sentencing guidelines recommendations contained in this agreement do not create any

right to be sentenced within any particular sentence range, and that the court may impose a reasonable sentence above or below the guideline range. The parties further understand and agree that if the defendant has provided false, incomplete, or inaccurate information that affects the calculations, the government is not bound to make the recommendations contained in this agreement.

Relevant Conduct

15. The parties acknowledge, understand, and agree that pursuant to Sentencing Guidelines Manual § 1B1.3, the sentencing judge may consider relevant conduct in calculating the sentencing guidelines range, even if the relevant conduct is not the subject of the offenses to which the defendant is pleading guilty.

Base Offense Level

16. The parties agree to recommend to the sentencing court that the applicable base offense level for the offenses charged in Count One and Count Two is 8 under Sentencing Guidelines Manual § 2Q1.2(a) and that the applicable base offense level for the offense charged in Count Three is 6 under Sentencing Guidelines Manual § 2B 1.1(a).

Specific Offense Characteristics

17. The parties acknowledge and understand that the government will recommend to the sentencing court that a six-level increase for ongoing release under Sentencing Guidelines Manual § 2Q1.2(b)(1)(A) is applicable to the offense level for the offenses charged in Counts One and Two.

18. The parties acknowledge and understand that the government will recommend to the sentencing court that a four-level increase under Sentencing Guidelines Manual § 2Q1.2(b)(3) is applicable to the offense level for the offenses charged in Count One and Count Tw? because the offenses involved substantial cleanup.

19. The parties acknowledge and understand that the government will recommend to the sentencing court that a two-level increase under Sentencing Guidelines Manual § 3B1.2 is applicable to the offense level for the offenses charged in Counts One, Two and Three because the offenses involved use of a special skill.

20. The parties acknowledge and understand that the government will recommend to the sentencing court that a twenty-level increase under Sentencing Guidelines Manual § 2B1.1(b)(1)(K) is applicable to the offense level for the offense charged in Count Three because of the loss amount.

Role in the Offense

21. Pursuant to Sentencing Guidelines Manual §§ 3B1.1 and 3B1.2, the parties agree to recommend to the sentencing court that no adjustment be given for an aggravating or mitigating role in the offense.

22. The parties acknowledge, understand and agree that pursuant to Sentencing Guidelines Manual § 3B1.3(a), multiple counts involving substantially the same harm are grouped together and the applicable offense level is the highest offense level of the counts in the group.

Acceptance of Responsibility

23. The government agrees to recommend a two-level decrease for acceptance of responsibility as authorized by Sentencing Guidelines Manual § 3E1.1(a), but only if the defendant exhibits conduct consistent with the acceptance of responsibility. In addition, if the court determines at the time of sentencing that the defendant is entitled to the two-level reduction under § 3E1.1(a), the government agrees to make a motion recommending an additional one-level decrease as authorized by Sentencing Guidelines Manual § 3E1.1(b) because the defendant timely notified authorities of his intention to enter a plea of guilty.

Sentencing Recommendations

24. Both parties reserve the right to provide the district court and the probation office with any and all information which might be pertinent to the sentencing process, including but not limited to any and all conduct related to the offense as well as any and all matters which might constitute aggravating or mitigating sentencing factors.

25. Both parties reserve the right to make any recommendation regarding any and all factors pertinent to the determination of the sentencing guideline range; the fine to be imposed; the amount of restitution and the terms and conditions of its payment; the length of supervised release and the terms and conditions of the release; the defendant's custodial status pending the sentencing; and any other matters not specifically addressed by this agreement.

26. The government agrees to recommend a sentence at the low end of the applicable sentencing guideline range, as determined by the court.

Court's Determinations at Sentencing

27. The parties acknowledge, understand, and agree that neither the sentencing court nor the United States Probation Office is a party to or bound by this agreement. The United States Probation Office will make its own recommendations to the sentencing court. The sentencing court will make its own determinations regarding any and all issues relating to the imposition of sentence and may impose any sentence authorized by law up to the maximum penalties set forth in paragraph 7 above. The parties further understand that the sentencing court will be guided by the sentencing guidelines but will not be bound by the sentencing guidelines and may impose a reasonable sentence above or below the calculated guideline range.

28. The parties acknowledge, understand, and agree that the defendant may not move to withdraw the guilty plea solely as a result of the sentence imposed by the court.

FINANCIAL MATTERS

29. The defendant acknowledges and understands that any and all financial obligations imposed by the sentencing court are due and payable in full upon entry of the judgment of conviction. The defendant agrees not to request any delay or stay in payment of any and all financial obligations. If the defendant is incarcerated, the defendant agrees to participate in the Bureau of Prisons' Inmate Financial Responsibility Program, regardless of whether the Court specifically directs participation or imposes a schedule of payments.

30. The defendant agrees to provide to the Financial Litigation Unit (FLU) of the United States Attorney's Office, at least 30 days before sentencing and also upon request of the FLU during any period of probation or supervised release imposed by the court, a complete and sworn financial statement on a form provided by FLU and any documentation required by the form. The defendant further agrees, upon request of FLU whether made before or after sentencing, to promptly: cooperate in the identification of assets in which the defendant has an interest, cooperate in the liquidation of any such assets, and participate in an asset deposition.

31. The parties reserve the right to present evidence and arguments concerning whether the Court should impose a fine in this case and the amount of such fine.

Special Assessment

32. The defendant agrees to pay the special assessment in the amount of \$300 prior to or at the time of sentencing.

Restitution

33. The defendant agrees to pay restitution in the amount of \$19,337,785. The defendant understands that because restitution for the offenses is mandatory, the amount of restitution shall be imposed by the court regardless of the defendant's financial resources. The

defendant agrees to cooperate in efforts to collect the restitution obligation. The defendant understands that imposition or payment of restitution will not restrict or preclude the filing of any civil suit or administrative action.

DEFENDANT'S COOPERATION

34. The defendant, by entering into this agreement, further agrees to fully and completely cooperate with the government in its investigation of this and related matters, and to testify truthfully and completely before the grand jury and at any subsequent trials or proceedings, if asked to do so. The government agrees to advise the sentencing judge of the nature and extent of the defendant's cooperation. The parties acknowledge, understand and agree that if the defendant provides substantial assistance to the government in the investigation or prosecution of others, the government, in its discretion, may recommend a downward departure from: (a) the applicable sentencing guideline range; (b) any applicable statutory mandatory minimum; or (c) both. The defendant acknowledges and understands that the court will make its own determination regarding the appropriateness and extent to which such cooperation should affect the sentence.

DEFENDANT'S WAIVER OF RIGHTS

35. In entering this agreement, the defendant acknowledges and understands that in so doing he surrenders any claims he may have raised in any pretrial motion, as well as certain rights which include the following:

- a. If the defendant persisted in a plea of not guilty to the charges against him, he would be entitled to a speedy and public trial by a court or jury. The defendant has a right to a jury trial. However, in order that the trial be conducted by the judge sitting without a jury, the defendant, the government and the judge all must agree that the trial be conducted by the judge without a jury.
- b. If the trial is a jury trial, the jury would be composed of twelve citizens selected at random. The defendant and his attorney would have a say in who the jurors would be by removing prospective jurors for cause where actual

bias or other disqualification is shown, or without cause by exercising peremptory challenges. The jury would have to agree unanimously before it could return a verdict of guilty. The court would instruct the jury that the defendant is presumed innocent until such time, if ever, as the government establishes guilt by competent evidence to the satisfaction of the jury beyond a reasonable doubt.

- c. If the trial is held by the judge without a jury, the judge would find the facts and determine, after hearing all of the evidence, whether or not he was persuaded of defendant's guilt beyond a reasonable doubt.
- d. At such trial, whether by a judge or a jury, the government would be required to present witnesses and other evidence against the defendant. The defendant would be able to confront witnesses upon whose testimony the government is relying to obtain a conviction and he would have the right to cross-examine those witnesses. In turn the defendant could, but is not obligated to, present witnesses and other evidence on his own behalf. The defendant would be entitled to compulsory process to call witnesses.
- e. At such trial, defendant would have a privilege against self-incrimination so that he could decline to testify and no inference of guilt could be drawn from his refusal to testify. If defendant desired to do so, he could testify on his own behalf.

36. The defendant acknowledges and understands that by pleading guilty he is waiving all the rights set forth above. The defendant further acknowledges the fact that his attorney has explained these rights to him and the consequences of his waiver of these rights. The defendant further acknowledges that as a part of the guilty plea hearing, the court may question the defendant under oath, on the record, and in the presence of counsel about the offense to which the defendant intends to plead guilty. The defendant further understands that the defendant's answers may later be used against the defendant in a prosecution for perjury or false statement.

37. The defendant acknowledges and understands that he will be adjudicated guilty of the offenses to which he will plead guilty and thereby may be deprived of certain rights, including but not limited to the right to vote, to hold public office, to serve on a jury, to possess firearms, and to be employed by a federally insured financial institution.

38. The defendant knowingly and voluntarily waives all claims he may have based upon the statute of limitations; the Speedy Trial Act, and the speedy trial provisions of the Sixth Amendment. The defendant agrees that any delay between the filing of this agreement and the entry of the defendant's guilty plea pursuant to this agreement constitutes excludable time under the Speedy Trial Act.

Further Civil or Administrative Action

39. The defendant acknowledges, understands, and agrees that the defendant has discussed with his attorney and understands that nothing contained in this agreement, including any attachment, is meant to limit the rights and authority of the United States of America or any other state or local government to take further civil, administrative, or regulatory action against the defendant, including but not limited to any listing and debarment proceedings to restrict rights and opportunities of the defendant to contract with or receive assistance, loans, and benefits from United States government agencies.

GENERAL MATTERS

40. The parties acknowledge, understand, and agree that this agreement does not require the government to take, or not to take, any particular position in any post-conviction motion or appeal.

41. The parties acknowledge, understand, and agree that this plea agreement will be filed and become part of the public record in this case.

42. The parties acknowledge, understand, and agree that the United States Attorney's Office is free to notify any local, state, or federal agency of the defendant's conviction.

43. The defendant understands that pursuant to the Victim and Witness Protection Act, the Justice for All Act, and regulations promulgated thereto by the Attorney General of the United States, the victim of a crime may make a statement describing the impact of the offense

on the victim and further may make a recommendation regarding the sentence to be imposed. The defendant acknowledges and understands that comments and recommendations by a victim may be different from those of the parties to this agreement.

EFFECT OF DEFENDANT'S BREACH OF PLEA AGREEMENT

44. The defendant acknowledges and understands that if he violates any term of this agreement at any time, engages in any further criminal activity prior to sentencing, or fails to appear for sentencing, this agreement shall become null and void at the discretion of the government. The defendant further acknowledges and understands that the government's agreement to dismiss any charge is conditional upon final resolution of this matter. If this plea agreement is revoked or if the defendant's conviction ultimately is overturned, then the government retains the right to reinstate any and all dismissed charges and to file any and all charges which were not filed because of this agreement. The defendant hereby knowingly and voluntarily waives any defense based on the applicable statute of limitations for any charges filed against the defendant as a result of his breach of this agreement. The defendant understands, however, that the government may elect to proceed with the guilty plea and sentencing. If the defendant and his attorney have signed a proffer letter in connection with this case, then the defendant further acknowledges and understands that he continues to be subject to the terms of the proffer letter.

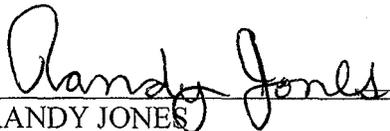
VOLUNTARINESS OF DEFENDANT'S PLEA

45. The defendant acknowledges, understands, and agrees that he will plead guilty freely and voluntarily because he is in fact guilty. The defendant further acknowledges and agrees that no threats, promises, representations, or other inducements have been made, nor agreements reached, other than those set forth in this agreement, to induce the defendant to plead guilty.

ACKNOWLEDGMENTS

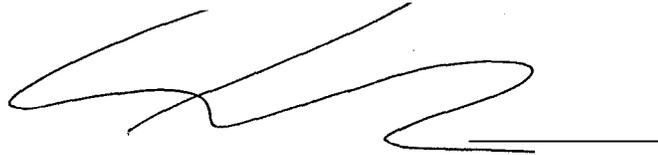
I am the defendant. I am entering into this plea agreement freely and voluntarily. I am not now on or under the influence of any drug, medication, alcohol, or other intoxicant or depressant, whether or not prescribed by a physician, which would impair my ability to understand the terms and conditions of this agreement. My attorney has reviewed every part of this agreement with me and has advised me of the implications of the sentencing guidelines. I have discussed all aspects of this case with my attorney and I am satisfied that my attorney has provided effective assistance of counsel.

Date: 11-11-11


RANDY JONES
Defendant

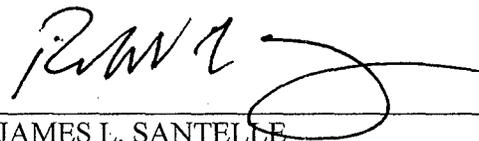
I am the defendant's attorney. I carefully have reviewed every part of this agreement with the defendant. To my knowledge, my client's decision to enter into this agreement is an informed and voluntary one.

Date: 11-7-11


EDUARDO M. BORDA
Attorney for Defendant

For the United States of America:

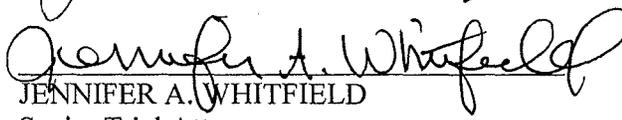
Date: 11-11-11


JAMES L. SANTELLE
United States Attorney

Date: 11/2/10


TRACY M. JOHNSON
Assistant United States Attorney

Date:


JENNIFER A. WHITFIELD
Senior Trial Attorney

RANDY JONES -Attachment A

The Pipeline and Hazardous Material Safety Administration (PHMSA), an agency within the executive branch of the United States government, is the primary agency responsible for regulating and enforcing the management and movement of hazardous material in pipelines. The PHMSA regulations generally apply to pipeline operators, which is defined as any person who owns or operates a pipeline facility, and includes individuals and corporations.

The pipeline safety regulations are applicable to the management and transport of hazardous liquid, including petroleum. In general, buried or submerged pipelines must have a defined level of cathodic protection. Cathodic protection is a method of protecting metallic pipelines from corrosion by establishing a new source of electrons, commonly referred to as a sacrificial anode, buried near the pipe. A negative electrical current is applied to the soil near the pipe using a device called a rectifier. The buried anode is intended to sacrifice more electrons and metal than the pipe. As long as the current is sufficient, corrosion of the pipeline is mitigated.

Shell Pipeline Company, L.P. (Shell) owns an underground pipeline that supplies jet fuel to an airport fuel storage area at the Mitchell International Airport (MKE) located in Milwaukee County, WI. Shell owned the pipeline at all times relevant to the Information. As the operator of the pipeline, Shell is required to conduct annual cathodic protection testing (survey) of the pipeline, and take a bi-monthly voltage reading generated from the rectifiers pursuant to PHMSA regulations. Records of all testing, inspections, and surveys of the pipeline required by PHMSA regulations must be maintained for as long as the pipeline is in service.

Randy Jones (Jones) was employed by Shell from 1992 until 2012. From 2010 until 2012, Jones was employed as an Onshore Corrosion Coordinator (OCC). Jones was based in Louisiana, but responsible for the Shell pipelines servicing MKE and Chicago O'Hare airports. Jones' responsibilities included conducting annual cathodic protection surveys and bi-monthly cathodic protection readings from pipeline rectifiers at both airports. The readings are recorded in Shell's Corrosion Protection Data Management (CPDM) computer system and must be made available or reported to PHMSA upon request.

Jones initially traveled to MKE in September 2010 to take cathodic protection readings. MKE has two rectifiers and two anode beds. During this visit, Jones discovered that both rectifiers were down and not operational but was able to get the rectifiers back in service. Jones returned to MKE twice in November 2010, first, to oversee repairs to the pipeline, and again to install remote monitoring units. The remote monitoring units would allow Jones to access and remotely read the rectifiers through a website known as "Watchdog."

Jones subsequently accessed Watchdog in January 2011 to conduct the required readings. At that time, Jones learned that MKE rectifier #2 was not registering voltage. Jones contacted CORRPRO, a contractor to check the rectifier. CORRPRO informed Jones that rectifier #2 was

broken, but Jones never directed CORRPRO to repair the rectifier or make other arrangements for repair.

Knowing that rectifier #2 was not working, Jones did not access Watchdog after January 2011 to take the required bi-monthly rectifier readings for the pipeline at MKE. Also, Jones did not conduct a proper survey, only taking readings at the beginning and end of the pipeline instead of taking readings periodically along the length of the pipeline.

After being advised of an audit by PHMSA of the MKE pipeline scheduled for December 2011, on December 8, 2011, Jones entered false rectifier readings for January through December 2011, and false 2011 annual survey data into the CPDM system. Jones knowingly and willfully falsified the voltage readings generated from the rectifiers and data for the annual survey, and entered the false information into the CPDM system. Based on Jones' training and years of experience, he knew that the PHMSA regulations applicable to the pipelines required data for the rectifiers and the annual survey to be reported to PHMSA, and that failure to abide by the regulations was unlawful.

After entering the false data Jones did not participate in the PHMSA audit of MKE conducted December 14, 2011. Jones did not attend the PHMSA audit because he knew that he had falsified data material to the PHMSA inspection of the pipeline at MKE, and informed a supervisor that he was on vacation and taking a cruise. During the audit the PHMSA inspector noted low cathodic protection readings along the length of the pipeline. The PHMSA inspector directed Shell to fix the rectifier. Because the inspector only had the false data entered by Jones he was unaware that the rectifier had been down since November 25, 2010, greatly increasing the opportunity for corrosion to compromise the pipeline.

By January 23, 2012, MKE officials began receiving complaints from residents about the odor of jet fuel in the sewer system and in the vicinity of Wilson Creek Park. Several days later, jet fuel began showing up in the soil areas around the airport and in the creek. Jet fuel reached the surface of airport property, melting asphalt and filling underground drainage pipes and culverts.

On January 31, 2012, Shell shut off the MKE pipeline confirming the loss of jet fuel from the pipeline. Shell reported that approximately 215 barrels (9,030 gallons) of jet fuel was released. The spill was the result of a hole in the pipeline that supplied jet fuel to the airport fuel storage area from an onsite fuel terminal. The response and remediation cost of the spill is approximately \$19,337,785.