

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH *

DANE COUNTY

STATE OF WISCONSIN
17 West Main Street
Post Office Box 7857
Madison, WI 53707-7857,

Plaintiff,

v.

Case No. 2008-CX- 24

Complex Forfeiture: 30109

ENBRIDGE ENERGY, LIMITED PARTNERSHIP
A foreign limited partnership
119 North 25th Street East
Superior, WI 54880-5247,

Defendant.

STIPULATION AND ORDER FOR JUDGMENT

The Plaintiff State of Wisconsin brought this action against the defendant Enbridge Energy, Limited Partnership, to enforce state stream and wetland protection and storm water control laws that applied to the defendant's pipeline construction across the state in 2007 and 2008. The parties wish to settle this matter by agreement; now, therefore, IT IS STIPULATED AND AGREED that this case shall be settled on the merits, with prejudice, on the following terms and conditions.

1. Defendant Enbridge Energy, Limited Partnership shall pay a judgment in the amount of \$1,100,000.00, comprising forfeitures of \$729,844.53 for the violations described in the Complaint under Wis. Stat. § 30.15(1) and § 30.298(1), plus \$189,759.58

CIRCUIT COURT
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DANE COUNTY, WI

for the 26% penalty surcharge under Wis. Stat. 814.77(11), \$72,984.45 for the 10% environmental surcharge under Wis. Stat. § 814.77(5), the \$25 court costs under Wis. Stat. § 814.63(1), the \$8 crime laboratories and drug law enforcement surcharge required by Wis. Stat. §814.77(2), the \$68 court support services surcharge as required by Wis. Stat. § 814.77(1m), the 1% jail surcharge of \$7,298.44 under Wis. Stat. § 814.77(7), the \$12 justice information system surcharge required by Wis. Stat. § 814.77(8), \$85,000 for the costs of investigation incurred by the Department of Natural Resources under Wis. Stat. § 281.98(2), and \$15,000 for the reasonable and necessary expenses including attorney fees incurred by the Department of Justice under Wis. Stat. § 281.98(2).

2. The defendant shall pay the total amount of \$1,100,000 as follows:

a. Payment in the amount of \$85,000 shall be made by check payable to the Department of Natural Resources and delivered to counsel for plaintiff at the address listed below within 45 days of entry of this Stipulation and Order for Judgment.

b. Payment in the amount of \$15,000 shall be made by check payable to the Department of Justice and delivered to counsel for plaintiff at the address listed below within 45 days of entry of this Stipulation and Order for Judgment.

c. Payment in the amount of \$1,000,000 shall be made by check payable to the Dane County Clerk of Circuit Court and delivered to the clerk of court within 45 days of entry of this Stipulation and Order for Judgment. Defendant shall send a photocopy of the check submitted to the clerk of court, and of the cover letter to the clerk identifying the case by name and number, to counsel for plaintiff at the address listed below.

3. Within 10 days of the date by which the checks referred to in paragraph no. 2 above are cleared for payment, plaintiff shall issue a full and complete Satisfaction of Judgment to defendant and deliver said Satisfaction of Judgment to defendant's counsel.

4. Attached to this Stipulation and Order as Exhibit A is a list of wetlands on which work remains to be done to achieve full compliance with the wetland conditions in defendant's permits IP-2006-N10001 through IP-2006-N11489. Additional information pertaining to restoration activities will be submitted to the WDNR pursuant to defendant's permits. Defendant will retain Merjent as independent environmental monitors to review the status of the wetlands in Exhibit A, as well as any wetlands or waterbodies identified in the subsequent information submitted to WDNR pursuant to defendant's permits, until Merjent documents that the wetlands or waterbodies requiring restoration within these reports are restored in compliance with the permits' applicable conditions. The Department of Natural Resources will accept Merjent's documentation of compliance for each of the wetlands/waterbodies. Nothing in this Stipulation and Order alters the permits' conditions regarding long-term post-construction and monitoring plan requirements nor waives defendant's right to challenge Merjent's compliance determination by asserting the defendant has complied with its permit requirements or DNR's role as resolving disagreements between Enbridge and Merjent.

5. Except as between the plaintiff and defendant, nothing contained in this stipulation and order for judgment shall be construed as an admission of liability by the defendant in any proceeding now pending or hereafter commenced, including without limitation any proceeding involving its subcontractors.

6. Compliance with the terms of this stipulation shall constitute full compromise, settlement, and release of the defendant (including defendant's parent corporations, subsidiaries, affiliates, predecessors, successors in interest, transferees, assignees, and all current or former officers, directors, owners, shareholders, employees, attorneys, and agents) of and from all civil, administrative, and criminal liability and claims for any and all violations arising from the facts or circumstances described in the complaint as well as any claim that could have been alleged against the defendant based on facts or information contained or referenced in files of the Wisconsin Department of Natural Resources as of the date of execution of this Stipulation.

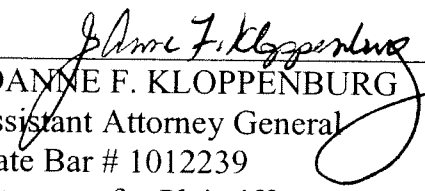
7. Enbridge has resolved all matters encompassed within the Complaint, including those individual activities listed in Exhibit C to the Complaint.

8. A meeting shall be held between the DNR and Enbridge to discuss (1) regulatory/permit requirements and interpretations, (2) the role, responsibility and authority of the IEMs, and (3) the role, responsibility and authority of the EIs. The intent of this meeting is to enhance permit understanding and compliance and improve regulatory compliance processes among all parties relating to erosion control, work in wetlands and work in navigable waters.

9. The accompanying order for judgment and judgment may be entered incorporating the terms of this stipulation and docketed without further notice.

Dated: 19 December 2008

J.B. VAN HOLLEN
ATTORNEY GENERAL


JOANNE F. KLOPPENBURG
Assistant Attorney General
State Bar # 1012239
Attorneys for Plaintiff
Wisconsin Department of Justice
Post Office Box 7857
Madison, Wisconsin 53707-7857
(608) 266-9227

Dated: 19 DECEMBER 2008

ENBRIDGE ENERGY, LIMITED
PARTNERSHIP

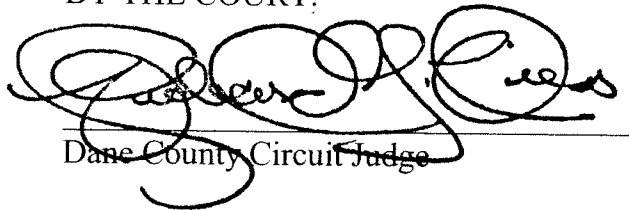

JOEL W. KANVIK
Assistant Secretary
State Bar # 1025064
Enbridge Energy, Limited Partnership
by Enbridge Pipelines (Wisconsin), Inc.
its General Partner
119 North 25th Street East
Superior, WI 54880-5247
(715) 394-1456

ORDER FOR JUDGMENT

The Court approves the terms of the foregoing Stipulation in *State v. Enbridge Energy, Limited Partnership*, Case No. 08-CX-____, which provides for the entry of judgment in favor of the State and against Enbridge Energy, Limited Partnership, along with the payment of amounts allocated as forfeitures, statutory surcharges, costs and fees totaling \$1,100,000 according to the schedule set forth in the Stipulation, and directs the clerk to enter the judgment incorporating the terms of this Stipulation, and to docket the judgment, this 30 day of December, 2008. This is a Final Order under Wis. Stat. § 808.03(1).

IT IS SO ORDERED.

BY THE COURT:



Dane County Circuit Judge

EXHIBIT A

AD-W17	MQ-W8	WO-W17
AD-W3	RO-W2	WO-W21
CL-W19	RO-W3	WO-W25
CL-W22	RO-W4	WO-W3
CL-W40	RO-W5	WO-W30
CL-W5	RO-W7	WO-W31
CO-W2	RU-W103	WO-W32
CO-W25	RU-W72	WO-W34
CO-W26	SA-W47	WO-W37
CO-W36	TA-W1	WO-W40
CO-W37	TA-W12	WO-W42
DA-W14	TA-W13	WO-W49
DA-W9	TA-W16	WO-W50
DO-W122	TA-W2	WO-W51
DO-W21	TA-W24	WO-W52
DO-W22	TA-W26	WO-W53
DO-W32	TA-W27	WO-W58
DO-W8	TA-W28	WO-W61
DO-W94	TA-W35	WO-W62
JE-W10	TA-W37	WO-W9
JE-W11	TA-W38	
JE-W12	TA-W4	
JE-W16	TA-W40	
JE-W4	TA-W56	
JE-W8	TA-W66	
JE-W9	TA-W78	
MA-W1	TA-W79	
MQ-W1	TA-W87	
MQ-W11	WA-W39	
MQ-W7	WO-W10	