

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS,)

Complainant,)

ENVIRONMENTAL LAW AND POLICY CENTER,)

on behalf of PRAIRIE RIVERS NETWORK and)

SIERRA CLUB, ILLINOIS CHAPTER,)

Intervenor,)

PCB 10-61 & 11-02
(Water – Enforcement)

v.)

FREEMAN UNITED COAL MINING COMPANY,)

LLC, a Delaware limited liability company, and)

SPRINGFIELD COAL COMPANY, LLC, a Delaware)

limited liability company,)

Respondents.)

ENVIRONMENTAL LAW AND POLICY CENTER,)

on behalf of PRAIRIE RIVERS NETWORK and)

SIERRA CLUB, ILLINOIS CHAPTER,)

Complainant,)

v.)

FREEMAN UNITED COAL MINING CO., and)

SPRINGFIELD COAL CO., LLC,)

Respondents.)

NOTICE OF FILING
AND PUBLIC COMMENT PERIOD

To: See attached service list
(VIA ELECTRONIC FILING)

PLEASE TAKE NOTICE that I have today filed with the Office of the Clerk of the Pollution Control Board by electronic filing the following Motion for Relief from Hearing Requirement, Stipulation and Proposal for Settlement, and Addendum to Stipulation and Proposal for Settlement, copies of which are attached and hereby served upon you.

SERVICE LIST

Carol Webb
Hearing Officer
Illinois Pollution Control Board
1021 North Grand Avenue East
P.O. Box 19274
Springfield, Illinois 62794-9274
(By electronic mail at carol.webb@illinois.gov)

Allison A. Torrence
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NOTIFICATION – Pursuant to 35 Ill. Adm. Code 103.306, or 35 Ill. Adm. Code 103.300(b)(2) if the Board's Procedural Rules are amended in R 17-18, where a National Pollutant Discharge Elimination System (NPDES) permit is involved in the settlement of an action brought by the State, the Board will publish notice of the proposed stipulation and settlement at least 30 days prior to accepting this settlement. This settlement involves an NPDES permit and therefore a notice shall be published.

PEOPLE OF THE STATE OF ILLINOIS
by LISA MADIGAN
Attorney General of the State of Illinois

BY: /s/ Stephen J. Sylvester
STEPHEN J. SYLVESTER
Assistant Attorney General
Environmental Bureau North
69 W. Washington St., Suite 1800
Chicago, Illinois 60602
(312) 814-2087
ssylvester@atg.state.il.us

DATE: June 28, 2017

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS,)	
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MOTION FOR RELIEF FROM HEARING REQUIREMENT

NOW COMES Complainant, PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of the State of Illinois (“People”), and pursuant to Section 31(c)(2) of the Illinois Environmental Protection Act (“Act”), 415 ILCS 5/31(c)(2) (2016), moves that the Illinois Pollution Control Board (“Board”) grant the parties in the above-captioned matters relief from the hearing requirement imposed by Section 31(c)(1) of the Act,

415 ILCS 5/31(c)(1) (2016). In support of this motion, the People state as follows:

1. On February 10, 2010, the People filed a Complaint pursuant to Section 31 of the Act, 415 ILCS 5/31 (2016), against the Respondents (PCB 10-61). In the Complaint, the People allege violations of Section 12(a) and (f) of the Act, 415 ILCS 5/12(a) and (f) (2016).

2. On April 15, 2010, the Board granted Prairie Rivers Network's and Sierra Club's, Illinois Chapter, (collectively "Environmental Groups") Motion to Intervene and accepted for filing the Environmental Groups' Complaint (PCB 11-02). In the Complaint, the Environmental Groups allege violations of Section 12(a) and (f) of the Act, 415 ILCS 5/12(a) and (f) (2016).

3. The parties have reached agreement on all outstanding issues in this matter.

4. This agreement is presented to the Board in a Stipulation and Proposal for Settlement as to all parties. In addition, the Environmental Groups and Respondent Springfield Coal Company, LLC have entered into an agreement set forth in an Addendum to the Stipulation and Proposal for Settlement, which is being filed simultaneously with the Stipulation and Proposal for Settlement.

5. All parties agree that a hearing on the Stipulation and Proposal for Settlement and the Addendum to the Stipulation and Proposal for Settlement is not necessary, and respectfully request relief from such a hearing as allowed by Section 31(c)(2) of the Act, 415 ILCS 5/31(c)(2) (2016).

WHEREFORE, Complainant, PEOPLE OF THE STATE OF ILLINOIS, hereby requests that the Board grant this motion for relief from the hearing requirement set forth in Section 31(c)(1) of the Act, 415 ILCS 5/31(c)(1) (2016).

Respectfully submitted,

PEOPLE OF THE STATE OF ILLINOIS
by LISA MADIGAN
Attorney General of the State of Illinois

BY: /s/ Stephen J. Sylvester
STEPHEN J. SYLVESTER
Assistant Attorney General
Environmental Bureau North
69 W. Washington St., Suite 1800
Chicago, Illinois 60602
(312) 814-2087
ssylvester@atg.state.il.us

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STIPULATION AND PROPOSAL FOR SETTLEMENT

Complainant, PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of the State of Illinois, the ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (“Illinois EPA”) (collectively the “State”), and Intervenor and Complainants PRAIRIE RIVERS NETWORK and SIERRA CLUB, ILLINOIS CHAPTER (collectively “Environmental Groups”), and Respondents, FREEMAN UNITED COAL MINING COMPANY, LLC

("Freeman United") and SPRINGFIELD COAL COMPANY, LLC ("Springfield Coal"), (collectively "Parties to the Stipulation"), have agreed to the making of this Stipulation and Proposal for Settlement ("Stipulation") and submit it to the Illinois Pollution Control Board ("Board") for approval. This stipulation of facts is made and agreed upon for purposes of settlement only and as a factual basis for the Board's approval of this Stipulation and issuance of relief. None of the facts stipulated herein shall be introduced into evidence in any other proceeding regarding the violations of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/1, *et seq.*, alleged in the Complaints except as otherwise provided herein. It is the intent of the Parties to the Stipulation that it be a final adjudication of these matters.

I. STATEMENT OF FACTS

A. Parties

1. On February 10, 2010, a Complaint was filed on behalf of the People of the State of Illinois by Lisa Madigan, Attorney General of the State of Illinois, on her own motion and upon the request of the Illinois EPA, pursuant to Section 31 of the Act, 415 ILCS 5/31 (2014), against the Respondents (PCB 10-61).

2. The Illinois EPA is an administrative agency of the State of Illinois, created pursuant to Section 4 of the Act, 415 ILCS 5/4 (2014).

3. On April 15, 2010, the Board granted the Environmental Groups' Motion to Intervene and accepted for filing the Environmental Groups' Complaint (PCB 11-02).

4. The Environmental Law and Policy Center ("ELPC") is an Illinois-based not-for-profit organization and is counsel for Prairie Rivers Network and the Illinois Chapter of the Sierra Club. ELPC's mission includes advocating for the protection of water quality, and protection of public health related to water quality.

5. Intervenor and Complainant Prairie Rivers Network (“PRN”) is an Illinois-based not-for-profit organization concerned with river conservation and water quality throughout Illinois. PRN works with concerned citizens throughout the state to address those issues which impact Illinois’ streams. According to PRN, PRN members live in the watersheds of Camp Creek, Willow Creek, Grindstone Creek, and their affected tributaries and receiving waters, and are concerned about issues which would impact recreational activities and environmental health of these waters.

6. Intervenor and Complainant the Illinois Chapter of the Sierra Club is a California-based not-for-profit corporation, which has among its purposes to protect and restore the quality of the natural and human environment. The Sierra Club has over 25,000 members residing in the State of Illinois and, according to the Sierra Club, has members who are adversely affected by any degradation of Camp Creek, Willow Creek, Grindstone Creek, and tributaries thereto that could affect the uses of those waters. According to the Sierra Club, some of its members live in the affected watershed and are concerned about pollution that would affect their ability to enjoy activities dependent on the ecological health of these waters, including swimming, wading, fishing, canoeing, kayaking, hiking, nature study, bird watching and other wildlife viewing.

7. Respondent Freeman United is a Delaware limited liability company that is authorized to transact business in the State of Illinois.

8. Respondent Springfield Coal is a Delaware limited liability company that is authorized to transact business in the State of Illinois.

9. Until September 1, 2007, Respondent Freeman United owned and operated the Industry Minc, a strip mine located in McDonough and Schuyler Counties approximately five (5) miles southwest of Industry, Illinois (“Industry Mine”). The Industry Mine covers a total area of

5,651.3 acres, of which 4,886.6 acres are located in McDonough County and 1,064.7 acres are located in Schuyler County.

10. From September 1, 2007 to the date of filing of this Stipulation, Respondent Springfield Coal has owned and operated, and continues to own and operate, the Industry Mine.

11. On April 2, 1999, the Illinois EPA issued a National Pollutant Discharge Elimination System ("NPDES") permit to Freeman United ("NPDES Permit No. IL0061247") for the Industry Mine.

12. On August 14, 2007, Springfield Coal submitted to the Illinois EPA a written request to transfer NPDES Permit No. IL0061247 from Freeman United to Springfield Coal, thereby assuming responsibility for permit compliance.

13. As of the date of filing this Stipulation, Springfield Coal owns the following additional coal mines known as: North Grindstone Mine, Orient III Mine, Orient IV Mine, Orient VI Mine, Fidelity Mine, Crown II Mine, Crown III Mine, Buckheart Mine, Littleton Mine, Banner Mine, and North Canton Mine (collectively the "Related Coal Mining Facilities").

B. Allegations of Non-Compliance

The State contends that the Respondents have violated the following provisions of the Act:

Count I: Freeman United - NPDES Permit Violations, in violation of Section 12(f) of the Act, 415 ILCS 5/12(f);

Count II: Springfield Coal - NPDES Permit Violations, in violation of Section 12(f) of the Act, 415 ILCS 5/12(f);

Count III: Freeman United - Water Pollution Violations, in violation of Section 12(a) of the Act, 415 ILCS 5/12(a); and

Count IV: Springfield Coal - Water Pollution Violations, in violation of Section 12(a) of the Act, 415 ILCS 5/12(a).

The Environmental Groups contend that the Respondents have violated the following provisions of the Act:

- Count I: Discharge Without a Valid NPDES Permit, in violation of Section 12(f) of the Act, 415 ILCS 5/12(f);
- Count II: NPDES Permit Violations, in violation of Section 12(f) of the Act, 415 ILCS 5/12(f);
- Count III: Water Pollution Violations, in violation of Section 12(a) of the Act, 415 ILCS 5/12(a); and
- Count IV: Water Quality Standard Violations, in violation of Section 12(f) of the Act, 415 ILCS 5/12(f).

Additionally, the State alleges that from January 1, 2010 through the filing of this Stipulation, Springfield Coal has had 140 effluent exceedances (100 total Sulfates, 7 total suspended solids, 13 total Iron, 4 pH, 14 total Manganese, and 2 settleable solids), as Springfield Coal reported to the Illinois EPA in its discharge monitoring reports, and violated the following provision of the Act, including:

- Violation I: NPDES Permit Violations, in violation of Section 12(f) of the Act, 415 ILCS 5/12(f).

C. The Board's Finding of Violations

On November 15, 2012, the Board entered an Opinion and Order granting the State's motion for summary judgment against Respondents on Counts I and II of their Complaint and also granting the Environmental Groups' motion for summary judgment against Respondents on Count II of their Complaint.

D. Non-Admission of Violations

The Respondents represent that they have entered into this Stipulation for the purpose of settling and compromising disputed claims without having to incur the expense of contested litigation. By entering into this Stipulation and complying with its terms, the Respondents do not

affirmatively admit the allegations of violation within the State's Complaint and the Environmental Group's Complaint and referenced within Section I.B herein, nor does Springfield Coal admit to any of the additional violations referenced within Section I.B herein, and this Stipulation shall not be interpreted as including any such admission.

II. APPLICABILITY

This Stipulation shall apply to and be binding upon the Parties to the Stipulation. The Respondents shall not raise as a defense to any enforcement action taken pursuant to this Stipulation the failure of any of their officers, directors, managers, members, agents, employees or successors or assigns to take such action as shall be required to comply with the provisions of this Stipulation. This Stipulation may be used against the Respondents in any subsequent enforcement action or permit proceeding brought by the State as proof of a past adjudication of violation of the Act for all violations alleged in the State's Complaint in this matter, for purposes of Sections 39 and 42 of the Act, 415 ILCS 5/39 and 42.

III. IMPACT ON THE PUBLIC RESULTING FROM ALLEGED NON-COMPLIANCE

Section 33(c) of the Act, 415 ILCS 5/33(c) (2014), provides as follows:

In making its orders and determinations, the Board shall take into consideration all the facts and circumstances bearing upon the reasonableness of the emissions, discharges, or deposits involved including, but not limited to:

1. the character and degree of injury to, or interference with the protection of the health, general welfare and physical property of the people;
2. the social and economic value of the pollution source;
3. the suitability or unsuitability of the pollution source to the area in which it is located, including the question of priority of location in the area involved;
4. the technical practicability and economic reasonableness of reducing or eliminating the emissions, discharges or deposits resulting from such

pollution source; and

5. any subsequent compliance.

In response to these factors, the Parties to the Stipulation state the following:

1. The Illinois EPA and Environmental Groups contend that human health and the environment were threatened by the Respondents' violations.

2. Respondents contend that there is social and economic benefit from the Industry Mine.

3. Respondents contend that operation of the Industry Mine was and is suitable for the area in which it is located.

4. Complying with the terms and conditions of NPDES Permit No. IL0061247 is both technically practicable and economically reasonable.

5. The Respondents have subsequently complied with the Act.

IV. CONSIDERATION OF SECTION 42(h) FACTORS

Section 42(h) of the Act, 415 ILCS 5/42(h) (2014), provides as follows:

In determining the appropriate civil penalty to be imposed under . . . this Section, the Board is authorized to consider any matters of record in mitigation or aggravation of penalty, including but not limited to the following factors:

1. the duration and gravity of the violation;
2. the presence or absence of due diligence on the part of the respondent in attempting to comply with requirements of this Act and regulations thereunder or to secure relief therefrom as provided by this Act;
3. any economic benefits accrued by the respondent because of delay in compliance with requirements, in which case the economic benefits shall be determined by the lowest cost alternative for achieving compliance;
4. the amount of monetary penalty which will serve to deter further violations by the respondent and to otherwise aid in enhancing voluntary compliance with this Act by the respondent and other persons similarly subject to the Act;

5. the number, proximity in time, and gravity of previously adjudicated violations of this Act by the respondent;
6. whether the respondent voluntarily self-disclosed, in accordance with subsection i of this Section, the non-compliance to the Agency;
7. whether the respondent has agreed to undertake a supplemental environmental project, which means an environmentally beneficial project that a respondent agrees to undertake in settlement of an enforcement action brought under this Act, but which the respondent is not otherwise legally required to perform; and
8. whether the respondent has successfully completed a Compliance Commitment Agreement under subsection (a) of Section 31 of this Act to remedy the violations that are the subject of the complaint.

In response to these factors, the Parties to the Stipulation state as follows:

1. As to the State's Complaint, in the November 15, 2012 Opinion and Order, the Board found that since January 2004 there were 363 effluent violations at the Industry Mine; 219 during Freeman United's ownership, and 144 during Springfield Coal's ownership. As to the Environmental Groups' Complaint, the Board found 624 effluent violations at the Industry Mine.
2. The Illinois EPA and Environmental Groups contend that the Respondents were not diligent in correcting their noncompliance with the effluent limitations contained in NPDES Permit No. IL0061247.
3. The civil penalty takes into account any economic benefit realized by the Respondents as a result of avoided or delayed compliance.
4. The State and Environmental Groups have determined, based upon the specific facts of this matter, that a penalty of Two Hundred and Fifty Thousand Dollars (\$250,000.00) will serve to deter further violations and aid in future voluntary compliance with the Act.
5. In 1980, the Board found that Material Service Corporation and its Freeman United Coal Mining Company Division had violated the Board's rules for abandonment of a coal

mine without securing the required permits from the Illinois EPA (PCB 75-488). To the State's and Environmental Groups' knowledge Springfield Coal does not have any previously adjudicated violations of the Act.

6. Self-disclosure is not at issue in this matter.

7. The settlement of this matter includes a supplemental environmental project, as set forth in Section V.F of this Stipulation.

8. On June 16, 2005, the Illinois EPA accepted Freeman United's Compliance Commitment Agreement ("CCA"), which was effective for a period of two years. Freeman United fully complied with the terms of the CCA. However, the CCA did not result in abatement of the violations, and therefore, in 2007, Freeman United sought to extend the implementation period of the CCA by two additional years.

V. TERMS OF SETTLEMENT

A. Penalty Payment

The Respondents shall jointly and severally pay a civil penalty in the sum of Two Hundred and Fifty Thousand Dollars (\$250,000.00) within thirty (30) days from the date the Board adopts and accepts this Stipulation.

B Stipulated Penalties, Interest, and Default

1. If Respondents fail to make any payment, complete any activity or fail to comply with any response or reporting requirement by the date specified in this Stipulation, Respondents shall provide notice to the State and Environmental Groups of each failure to comply with this Stipulation and shall pay stipulated penalties in the amount of \$1,000.00 per day per violation for up to the first fifteen (15) days of violation, \$2,500.00 per day per violation for the next fifteen (15) days of violation, and \$5,000.00 per day per violation thereafter until such time that

compliance is achieved. The State may make a demand for stipulated penalties upon Respondents for their noncompliance with this Stipulation. However, failure by the State to make this demand shall not relieve Respondents of the obligation to pay stipulated penalties. All stipulated penalties shall be payable within thirty (30) calendar days of the date Respondents know or should have known of their noncompliance with any provision of this Stipulation.

2. If a Respondent fails to make any payment required by this Stipulation on or before the date upon which the payment is due, the Respondent shall be in default and the remaining unpaid balance of the penalty, plus any accrued interest, shall be due and owing immediately. In the event of default, the Complainant shall be entitled to reasonable costs of collection, including reasonable attorney's fees.

3. Pursuant to Section 42(g) of the Act, interest shall accrue on any penalty amount owed by the Respondents not paid within the time prescribed herein. Interest on unpaid penalties shall begin to accrue from the date such are due and continue to accrue to the date full payment is received. Where partial payment is made on any penalty amount that is due, such partial payment shall be first applied to any interest on unpaid penalties then owing.

4. The stipulated penalties shall be enforceable by the State and shall be in addition to, and shall not preclude the use of, any other remedies or sanctions arising from the failure to comply with this Stipulation.

C. Payment Procedures

1. All payments required in Section V.A, B and F.3 of this Stipulation shall be made by certified check or money order payable to the Illinois EPA for deposit into the Environmental Protection Trust Fund ("EPTF"). Payments shall be sent by first class mail and delivered to:

Illinois Environmental Protection Agency
Fiscal Services

1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

2. The case name and case number shall appear on the face of the certified check or money order.
3. A copy of the certified check or money order and any transmittal letter shall be sent to:

Stephen Sylvester
Assistant Attorney General
Environmental Bureau
Illinois Attorney General's Office
69 W. Washington Street, Suite 1800
Chicago, Illinois 60602

D. Respondents' Future Compliance

1. In addition to any other authorities, the Illinois EPA, its employees and representatives, and the Attorney General, her employees and representatives, shall have the right of entry into and upon the Industry Mine which is the subject of this Stipulation, at all reasonable times for the purposes of conducting inspections and evaluating compliance status. In conducting such inspections, the Illinois EPA, its employees and representatives, and the Attorney General, her employees and representatives, may take photographs, samples, and collect information, as they deem necessary.
2. This Stipulation in no way affects the responsibilities of the Respondents to comply with any other federal, state or local laws or regulations, including but not limited to the Act.
3. The Respondents shall cease and desist from future violations of the Act that were the subject matter of the State's and the Environmental Groups' Complaints.

E. Environmental Groups' Commitment

1. Within fifteen (15) days from the date the Board adopts and accepts this Stipulation, the Environmental Groups shall move to dismiss with prejudice their NPDES permit appeal currently pending before the Board titled *Prairie Rivers Network and Sierra Club v. Illinois Environmental Protection Agency and Springfield Coal Company, LLC*, Case No. PCB 2013-067.

F. Supplemental Environmental Project

1. In order to promote the goals of the Act to restore, protect and enhance the quality of the environment, the Respondents shall perform the following supplemental environmental project ("SEP"). The value of the SEP is three hundred and fifty thousand dollars (\$350,000.00) and will partially offset penalties sought by the State and the Environmental Groups in this matter. The Parties to the Stipulation agree that this SEP shall consist of the following:

Respondent Springfield Coal shall transfer title to 96.806± acres of the Industry Mine, known as Chandler Timbers, along with two access easements to Prairie Land Conservancy, and pay negotiated costs and fees associated with the transfer. Respondents Freeman United and Springfield Coal shall fund a stewardship fund of \$50,000 payable to Prairie Land Conservancy at the time of transfer. Legal descriptions of the Chandler Timbers property and the two associated access easements are attached hereto as Exhibits A, B, and C.

2. The Respondents shall complete the SEP no later than ninety (90) days from the date the Board adopts and accepts this Stipulation and, within 30 days thereafter, shall submit a project completion report, including a summary of all expenditures, to the contact persons identified in Section V.H for review and confirmation that the SEP was performed pursuant to this Stipulation. The project completion report shall include the following certification by a responsible corporate official of each of the Respondents:

I certify under penalty of law that this document was prepared under my direction or supervision in accordance with a system designed to assure that qualified

personnel properly gather and evaluate the information submitted based on my inquiry of those persons directly responsible for gathering the information, and that the information submitted in or accompanying this notification of final compliance is to the best of my knowledge true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and or imprisonment for knowing violations.

3. In the event that the SEP cannot be completed due to Springfield Coal's actions, Springfield Coal shall pay \$225,000.00 as an additional penalty pursuant to the procedures of Section V.C no later than the date by which the SEP shall be completed, which is 120 days from the date the Board adopts and accepts this Stipulation.

4. By signature on this Stipulation, the Respondents certify that, as of the date of entry of this Stipulation, they are not required to perform or develop any of the foregoing SEP by any federal, state or local law or regulation, nor are they required to perform or develop the SEP by agreement or injunctive relief in any other case. The Respondents further certify that they have not received, and are not presently negotiating to receive credit for, the SEP in any other enforcement action.

5. Any public statement, oral or written, in print, film or other media, made by the Respondents making reference to any SEP shall include the following language:

“This project was undertaken in connection with the settlement of an enforcement action taken by the Illinois Attorney General and the Illinois EPA for alleged violations of the Illinois Environmental Protection Act.”

G. Release from Liability

In consideration of the Respondents' payment of the \$250,000.00 penalty and any specified costs and accrued interest, their commitment to cease and desist as contained in Section V.D.3 above, their performance of the SEP as contained in Section V.F above, completion of all activities required hereunder, and upon the Board's approval of this Stipulation, the State and the Environmental Groups release, waive and discharge the Respondents from any further liability or

penalties for the violations of the Act that were the subject matter of the State's and Environmental Groups' Complaints herein and any violations resulting from the effluent exceedances that were reported by Springfield Coal to the Illinois EPA in NPDES Permit discharge monitoring reports during the period January 1, 2010 through the filing of this Stipulation and that are described in Section I.B, above. The release set forth above does not extend to any matters other than those expressly specified in the State's Complaint filed on February 10, 2010 and the Environmental Groups' Complaint accepted by the Board on April 15, 2010, or the effluent exceedances that were reported by Springfield Coal to the Illinois EPA in NPDES Permit discharge monitoring reports during the period January 1, 2010 through the filing of this Stipulation and that are described in Section I.B, above. The State reserves, and this Stipulation is without prejudice to, all rights of the State of Illinois against the Respondents with respect to all other matters, including but not limited to, the following:

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

Nothing in this Stipulation is intended as a waiver, discharge, release, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the State of Illinois may have against any person, as defined by Section 3.315 of the Act, 415 ILCS 5/3.315, or entity other than the Respondents.

H. Correspondence, Reports and Other Documents

Any and all correspondence, reports and any other documents required under this Stipulation, except for penalty payments, shall be submitted as follows:

AS TO THE COMPLAINANTS

State of Illinois

Stephen Sylvester
Assistant Attorney General
Environmental Bureau
Illinois Attorney General's Office
69 W. Washington Street, Suite 1800
Chicago, Illinois 60602

Mike Roubitchek
Assistant Counsel
Division of Legal Counsel
Illinois Environmental Protection Agency
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

AS TO THE INTERVENORS/COMPLAINANTS

Environmental Law & Policy Center

Jessica Dexter
Staff Attorney
Environmental Law & Policy Center
394 Lake Avenue South, Suite 309
Duluth, Minnesota 55802

AS TO THE RESPONDENTS

Freeman United

Allison A. Torrence
Jenner & Block LLP
353 N. Clark Street
Chicago, Illinois 60654

Springfield Coal

Brian Sher, Partner
Bryan Cave
161 North Clark Street, Suite 4300
Chicago, Illinois 60601

I. Enforcement and Modification of Stipulation

1. Upon the entry of the Board's Order approving and accepting this Stipulation, that Order is a binding and enforceable order of the Board and may be enforced as such through any and all available means.

2. The Parties to the Stipulation may, by mutual written consent, agree to extend any compliance dates or modify the terms of this Stipulation. A request for any modification shall be made in writing and submitted to the contact persons identified in Section V.H. Any such request shall be made by separate document, and shall not be submitted within any other report or submittal required by this Stipulation. Any such agreed modification shall be in writing, signed by authorized representatives of the Parties to the Stipulation.

J. Opportunity For Public Comment

Pursuant to 35 Ill. Adm. Code 103.306, or 35 Ill. Adm. Code 103.300(b)(2) if the Board's Procedural Rules are amended in R17-18, the Board shall publish notice of this Stipulation for at least 30 days prior to the Board accepting the Stipulation. If public comments are submitted to the Board regarding this Stipulation, the State reserves the right to withdraw its consent if the comments regarding the Stipulation disclose facts or considerations which indicate that the Stipulation is inappropriate, improper, or inadequate. Respondents consent to the entry of this Stipulation without further notice and agrees not to withdraw from or oppose acceptance of this Stipulation or to challenge any provision of the Stipulation, unless the State has notified Respondents in writing that it withdraws or withholds its consent for the Stipulation. In the event the State notifies the Respondents that it withdraws or withholds its consent for the Stipulation, then the terms of the agreement may not be used as evidence in any litigation between those entities.

K. Execution of Stipulation

This Stipulation may be executed by the parties in one or more counterparts, all of which taken together shall constitute one and the same instrument. The undersigned representatives for the Parties to the Stipulation certify that they are fully authorized by the party whom they represent to enter into the terms and conditions of this Stipulation and to legally bind them to it.

WHEREFORE, the Parties to the Stipulation request that the Board adopt and accept the foregoing Stipulation and Proposal for Settlement as written.

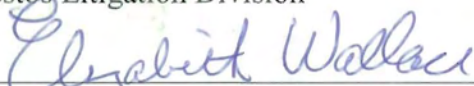
PEOPLE OF THE STATE OF ILLINOIS

LISA MADIGAN
Attorney General State of Illinois

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

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

ALEC MESSINA, Director
Illinois Environmental Protection Agency

BY: 
ELIZABETH WALLACE, Chief
Assistant Attorney General
Environmental Bureau

BY: 
JOHN J. KIM
Chief Legal Counsel

DATE: 6/28/17

DATE: 6/22/17

INTERVENORS/COMPLAINANTS

ENVIRONMENTAL LAW AND
POLICY CENTER, on behalf of
PRAIRIE RIVERS NETWORK and
SIERRA CLUB, ILLINOIS CHAPTER

BY: _____

Its: _____

DATE: _____

K. Execution of Stipulation

This Stipulation may be executed by the parties in one or more counterparts, all of which taken together shall constitute one and the same instrument. The undersigned representatives for the Parties to the Stipulation certify that they are fully authorized by the party whom they represent to enter into the terms and conditions of this Stipulation and to legally bind them to it.

WHEREFORE, the Parties to the Stipulation request that the Board adopt and accept the foregoing Stipulation and Proposal for Settlement as written.

PEOPLE OF THE STATE OF ILLINOIS

LISA MADIGAN
Attorney General State of Illinois

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

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

ALEC MESSINA, Director
Illinois Environmental Protection Agency

BY: _____
ELIZABETH WALLACE, Chief
Assistant Attorney General
Environmental Bureau

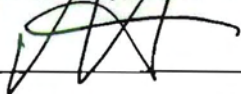
BY: _____
JOHN J. KIM
Chief Legal Counsel

DATE: _____

DATE: _____

INTERVENORS/COMPLAINANTS

ENVIRONMENTAL LAW AND
POLICY CENTER, on behalf of
PRAIRIE RIVERS NETWORK and
SIERRA CLUB, ILLINOIS CHAPTER

BY:  _____

Its: ATTORNEY

DATE: 22 JUNE 2017

RESPONDENTS

FREEMAN UNITED COAL MINING
COMPANY, LLC

SPRINGFIELD COAL COMPANY, LLC

BY: _____

BY:  _____

Its: _____

Its: President _____

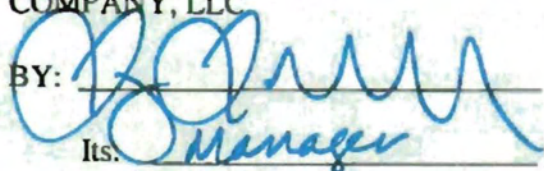
DATE: _____

DATE: 6/22/2017 _____

RESPONDENTS

FREEMAN UNITED COAL MINING
COMPANY, LLC

SPRINGFIELD COAL COMPANY, LLC

BY: 
Its: Manager

BY: _____
Its: _____

DATE: June 21, 2017

DATE: _____

EXHIBIT A

GRANTEE'S LAND

A part of the Southeast Quarter of Section 22 and a part of the Northeast and Southeast Quarters of Section 27, Township 4 North, Range 3 West of the Fourth Principal Meridian, McDonough County, Illinois, more particularly described as follows:

Beginning at an iron rod found at the East Quarter corner of said Section 27; thence South 01 degrees 52 minutes 57 seconds West (Bearing refer to the Illinois Coordinate System, West Zone, NAD 1983), a distance of 121.90 feet along the east line of said Southeast Quarter of Section 27 to an iron rod set; thence South 49 degrees 52 minutes 11 seconds West, a distance of 338.36 feet to an iron rod set; thence South 48 degrees 21 minutes 29 seconds West, a distance of 360.19 feet to an iron rod set; thence South 46 degrees 30 minutes 45 seconds West, a distance of 461.72 feet to an iron rod set; thence North 87 degrees 40 minutes 38 seconds West, a distance of 222.14 feet to an iron rod set; thence North 73 degrees 29 minutes 32 seconds West, a distance of 153.09 feet to an iron rod set; thence North 53 degrees 06 minutes 35 seconds West, a distance of 204.04 feet to the east line of the Terry L. Carnahan and Marsha K. Carnahan property; thence North 00 degrees 52 minutes 14 seconds East, a distance of 786.85 feet to an iron rod found at the northeast corner of said Carnahan property; thence North 87 degrees 17 minutes 59 seconds West, a distance of 815.39 feet along the north line of said Carnahan property to an iron rod set; thence North 17 degrees 50 minutes 15 seconds West, a distance of 353.73 feet to an iron rod set; thence North 25 degrees 22 minutes 45 seconds West, a distance of 260.65 feet to an iron rod set; thence North 05 degrees 05 minutes 32 seconds West, a distance of 128.58 feet to an iron rod set; thence North 05 degrees 43 minutes 44 seconds East, a distance of 415.70 feet to an iron rod set; thence South 55 degrees 50 minutes 14 seconds East, a distance of 374.19 feet to an iron rod set; thence South 57 degrees 57 minutes 40 seconds East, a distance of 972.05 feet to an iron rod set; thence North 41 degrees 28 minutes 39 seconds East, a distance of 332.05 feet to an iron rod set; thence North 13 degrees 43 minutes 33 seconds West, a distance of 174.58 feet to an iron rod set; thence North 39 degrees 12 minutes 05 seconds West, a distance of 113.05 feet to an iron rod set; thence North 12 degrees 12 minutes 28 seconds West, a distance of 241.10 feet to an iron rod set; thence North 34 degrees 12 minutes 08 seconds West, a distance of 123.83 feet to an iron rod set; thence North 11 degrees 53 minutes 08 seconds West, a distance of 50.06 feet to an iron rod set; thence North 42 degrees 20 minutes 01 seconds East, a distance of 69.71 feet to an iron rod set; thence North 21 degrees 23 minutes 24 seconds East, a distance of 109.52 feet to an iron rod set; thence North 34 degrees 28 minutes 37 seconds East, a distance of 106.57 feet to an iron rod set; thence North 04 degrees 30 minutes 59 seconds East, a distance of 76.42 feet to an iron rod set; thence North 85 degrees 44 minutes 21 seconds East, a distance of 84.88 feet to an iron rod set; thence North 70 degrees 48 minutes 21 seconds East, a distance of 91.91 feet to an iron rod set; thence North 74 degrees 53 minutes 26 seconds East, a distance of 176.21 feet to an iron rod set; thence North 65 degrees 39 minutes 48 seconds East, a distance of 170.16 feet to an iron rod set; thence North 59

degrees 25 minutes 11 seconds East, a distance of 135.04 feet to an iron rod set; thence North 04 degrees 22 minutes 05 seconds East, a distance of 178.40 feet to an iron rod set; thence North 58 degrees 08 minutes 44 seconds East, a distance of 165.44 feet to an iron rod set; thence North 13 degrees 35 minutes 45 seconds East, a distance of 176.96 feet to an iron rod set; thence North 61 degrees 01 minutes 55 seconds East, a distance of 87.29 feet to an iron rod set; thence North 38 degrees 19 minutes 45 seconds East, a distance of 194.43 feet to an iron rod set; thence North 45 degrees 43 minutes 06 seconds East, a distance of 156.68 feet to an iron rod set; thence North 47 degrees 40 minutes 30 seconds East, a distance of 83.31 feet to an iron rod set on the east line of said Southeast Quarter of Section 22; thence South 02 degrees 00 minutes 04 seconds East, a distance of 129.57 feet to an iron rod found at the southeast corner of said Southeast Quarter of Section 22; thence South 01 degrees 13 minutes 37 seconds West, a distance of 2591.69 feet along the east line of said Northeast Quarter of Section 27 to the point of beginning, containing 96.806 acres more or less, subject to all easements of record.

The above described land referenced on Survey made by Cloninger Land Surveying dated June 9, 2016 and recorded _____ as Document Number 2016-_____ as recorded in the Recorder's Office of McDonough County, Illinois.

PINs: Part of 01-000-205-00, 01-000-242-10 and 01-000-242-00

EXHIBIT B

15-FEET WIDE EASEMENT

A 15 feet wide nonexclusive Ingress and Egress Easement, the centerline of which is described as follows:

A part of the Southeast Quarter of Section 27 and a part of the Northeast Quarter of Section 27, Township 4 North, Range 3 West of the Fourth Principal Meridian, McDonough County, Illinois:

Commencing at an mag spike found at the northeast corner of said Section 22; thence South 00 degrees 12 minutes 22 seconds East (Bearings refer to the Illinois Coordinate System, West Zone, NAD 1983), a distance of 2651.61 feet to the northeast corner of said Southeast Quarter of Section 22; thence North 87 degrees 10 minutes 19 seconds West, a distance of 2653.00 feet along the north line of said Southeast Quarter of Section 22 to the Point of Beginning for said centerline of a 15 feet wide nonexclusive easement:

From said Point of Beginning; thence South 00 degrees 03 minutes 35 seconds West, a distance of 365.51 feet; thence South 28 degrees 08 minutes 45 seconds West, a distance of 1156.80 feet; thence South 11 degrees 19 minutes 18 seconds East, a distance of 221.90 feet; thence South 44 degrees 22 minutes 03 seconds East, a distance of 982.33 feet; thence South 28 degrees 40 minutes 36 seconds West, a distance of 291.31 feet; thence South 27 degrees 52 minutes 32 seconds East, a distance of 167.06 feet to the centerline of the top of an existing terrace; thence along said centerline of the top of an existing terrace for the next 19 courses bearing South 11 degrees 54 minutes 23 seconds West, a distance of 218.50 feet; thence 84.97 feet, along a curve to the left having a radius of 742.28 feet and the chord of said curve bears South 04 degrees 07 minutes 26 seconds West, a chord length of 84.93 feet; thence South 00 degrees 04 minutes 04 seconds East, a distance of 299.67 feet; thence 56.85 feet, along a curve to the left having a radius of 34.88 feet and the chord of said curve bears South 46 degrees 45 minutes 24 seconds East, a chord length of 50.76 feet; thence North 86 degrees 33 minutes 16 seconds East, a distance of 119.53 feet; thence 39.44 feet, along a curve to the right having a radius of 26.28 feet and the chord of said curve bears South 50 degrees 26 minutes 51 seconds East, a chord length of 35.84 feet; thence South 07 degrees 26 minutes 59 seconds East, a distance of 104.63 feet; thence South 03 degrees 09 minutes 15 seconds East, a distance of 134.86 feet; thence South 01 degrees 34 minutes 28 seconds West, a distance of 113.99 feet; thence 151.11 feet, along a curve to the left having a radius of 395.48 feet and the chord of said curve bears South 05 degrees 03 minutes 35 seconds East, a chord length of 150.19 feet; thence with a compound curve 126.89 feet, along a curve to the left having a radius of 226.13 feet and the chord of said curve bears South 29 degrees 12 minutes 01 seconds East, a chord length of 125.23 feet; thence with a compound curve 85.03 feet, along a curve to the left having a radius of 147.82 feet and the chord of said curve bears South 55 degrees 45 minutes 28 seconds East, a chord length of

83.86 feet; thence with a compound curve 81.35 feet, along a curve to the left having a radius of 81.73 feet and the chord of said curve bears North 79 degrees 59 minutes 06 seconds East, a chord length of 78.03 feet; thence North 54 degrees 33 minutes 42 seconds East, a distance of 81.68 feet; thence 114.05 feet, along a curve to the right having a radius of 226.40 feet and the chord of said curve bears North 67 degrees 49 minutes 40 seconds East, a chord length of 112.85 feet; thence North 85 degrees 54 minutes 02 seconds East, a distance of 358.63 feet; thence North 89 degrees 15 minutes 55 seconds East, a distance of 236.99 feet; thence 119.71 feet, along a curve to the left having a radius of 520.90 feet and the chord of said curve bears North 79 degrees 31 minutes 34 seconds East, a chord length of 119.45 feet; thence with a compound curve 156.18 feet, along a curve to the left having a radius of 111.03 feet and the chord of said curve bears North 34 degrees 26 minutes 24 seconds East, a chord length of 143.62 feet; thence leaving said centerline of the top of an existing terrace bearing North 84 degrees 08 minutes 34 seconds East, a distance of 30.79 feet to west line of a 96.806 acres± tract and the point of termination of said centerline of a 15 feet wide nonexclusive ingress and egress easement.

The above described land referenced on Survey made by Cloninger Land Surveying dated June 9, 2016 and recorded _____ as Document Number 2016-_____ as recorded in the Recorder's Office of McDonough County, Illinois.

EXHIBIT C

20-FEET WIDE EASEMENT

A 20 feet wide nonexclusive Ingress and Egress Easement, the centerline of which is described as follows:

A part of the Northwest and Southwest Quarters of Section 26, Township 4 North, Range 3 West of the Fourth Principal Meridian, McDonough County, Illinois:

Commencing at an iron rod found at the Center of said Section 26; thence South 00 degrees 37 minutes 05 seconds West (Bearings refer to the Illinois Coordinate System, West Zone, NAD 1983), a distance of 19.90 feet along the east line of said Southwest Quarter of Section 26 to the Point of Beginning for said centerline of a 20 feet wide nonexclusive Ingress and Egress Easement:

From said Point of Beginning; thence North 86 degrees 51 minutes 09 seconds West, a distance of 119.50 feet; thence 346.24 feet, along a curve to the right having a radius of 1094.38 feet and the chord of said curve bears North 77 degrees 25 minutes 12 seconds West, a chord length of 344.80 feet; thence North 66 degrees 09 minutes 18 seconds West, a distance of 262.98 feet; thence 419.40 feet, along a curve to the left having a radius of 521.19 feet and the chord of said curve bears North 87 degrees 55 minutes 43 seconds West, a chord length of 408.17 feet; thence with a compound curve 403.29 feet, along a curve to the left having a radius of 2979.56 feet and the chord of said curve bears South 65 degrees 29 minutes 11 seconds West, a chord length of 402.98 feet; thence with a compound curve 240.76 feet, along a curve to the left having a radius of 277.51 feet and the chord of said curve bears South 40 degrees 38 minutes 10 seconds West, a chord length of 233.28 feet; thence with a compound curve 228.14 feet, along a curve to the left having a radius of 385.96 feet and the chord of said curve bears South 02 degrees 53 minutes 41 seconds West, a chord length of 224.83 feet; thence South 58 degrees 27 minutes 20 seconds West, a distance of 33.12 feet; thence North 60 degrees 50 minutes 15 seconds West, a distance of 226.23 feet; thence 328.79 feet, along a curve to the left having a radius of 600.49 feet and the chord of said curve bears North 78 degrees 43 minutes 32 seconds West, a chord length of 324.69 feet; thence North 57 degrees 53 minutes 54 seconds West, a distance of 578.29 feet to the west line of said Southwest Quarter of Section 26 and the point of termination of said centerline of a 20 feet wide ingress and egress easement.

The above described land referenced on Survey made by Cloninger Land Surveying dated June 9, 2016 and recorded _____ as Document Number 2016-_____ as recorded in the Recorder's Office of McDonough County, Illinois.

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS,)

Complainant,)

ENVIRONMENTAL LAW AND POLICY CENTER,)

on behalf of PRAIRIE RIVERS NETWORK and)

SIERRA CLUB, ILLINOIS CHAPTER,)

Intervenor,)

PCB 10-61 & 11-02
(Water – Enforcement)

v.)

FREEMAN UNITED COAL MINING COMPANY,)

LLC, a Delaware limited liability company, and)

SPRINGFIELD COAL COMPANY, LLC, a Delaware)

limited liability company,)

Respondents.)

ENVIRONMENTAL LAW AND POLICY CENTER,)

on behalf of PRAIRIE RIVERS NETWORK and)

SIERRA CLUB, ILLINOIS CHAPTER,)

Complainant,)

v.)

FREEMAN UNITED COAL MINING CO., and)

SPRINGFIELD COAL CO., LLC,)

Respondents.)

ADDENDUM TO STIPULATION AND PROPOSAL FOR SETTLEMENT

This Addendum to Stipulation and Proposal for Settlement (“Addendum”) is entered into between Intervenor and Complainants Prairie Rivers Network and Sierra Club Illinois Chapter (collectively “Environmental Groups”) and Respondent, Springfield Coal Company, LLC (“Springfield Coal”) (collectively “Parties to the Addendum”).

1. **Incorporation by Reference.** This Addendum incorporates by reference the Stipulation and Proposal for Settlement as if fully set forth herein.
2. **Definitions.** The following definitions shall apply to this agreement:
 - a. "Industry Mine" is the property currently or previously subject to Illinois Department of Natural Resources (IDNR) Permit Numbers 016, 261, 341, 180, and 305, and/or Illinois Environmental Protection Agency (IEPA) National Pollutant Discharge Elimination System (NPDES) Permit No. IL0061247, including any amendments or expansions thereto.
 - b. "North Grindstone Mine" is the property currently or previously subject to IDNR Permit Number 357, and/or IEPA NPDES Permit No. IL0061247, including any amendments or expansions thereto.
 - c. "Orient III Mine" is the property currently or previously subject to IDNR Permit Number 041, and/or IEPA NPDES Permit No. IL0004677, including any amendments or expansions thereto.
 - d. "Orient IV Mine" is the property currently or previously subject to IDNR Permit Number 040, and/or IEPA NPDES Permit No. IL0004685, including any amendments or expansions thereto.
 - e. "Orient VI Mine" is the property currently or previously subject to IDNR Permit Numbers 042, 148, 238, 288, and/or 448, and/or IEPA NPDES Permit No. IL0004707, including any amendments or expansions thereto.
 - f. "Crown II Mine" is the property currently or previously subject to IDNR Permit Numbers 004, 279, and/or 320, and/or IEPA NPDES Permit No. IL0056413, including any amendments or expansions thereto.

- g. "Crown III Mine" is the property currently or previously subject to IDNR Permits Nos. 005, 289, 311, 353, and/or 340, and/or IEPA NPDES Permit No. IL0059471, including any amendments or expansions thereto.
 - h. "Buckheart Mine" is the property currently or previously subject to IDNR Permits No. 18 and 19, and/or IEPA NPDES Permit No. IL0037672, including any amendments or expansions thereto.
 - i. "Littleton Mine" is the property identified in IDNR Permit Application No. 410, and/or currently or previously subject to IEPA NPDES Permit No. IL0079405, including any amendments or expansions thereto.
 - j. "North Canton Mine" is the property identified in IDNR Permit Application No. 385 and/or currently or previously subject to IEPA NPDES Permit No. IL0078221, including any amendments or expansions thereto.
3. **Agreement to Refrain from Mining Coal.** Springfield Coal and any future successors or assigns to its real estate shall refrain from the mining of raw coal at the properties identified as Industry Mine, North Grindstone Mine, Orient III Mine, Orient IV Mine, Orient VI Mine, Crown II Mine, Crown III Mine, Buckheart Mine, and Littleton Mine for two years from the date the Board adopts and accepts this Addendum, and shall refrain from the mining of raw coal at North Canton Mine for five years from the date the Board adopts and accepts this Addendum.
4. **Change in Ownership.** No change in ownership, corporate status or operator of all or part of the Industry Mine or any of the above-listed mines shall in any way alter the responsibilities of Springfield Coal under this Addendum. In the event that Springfield Coal proposes to sell or transfer any real property or operations which continue to be

subject to this Addendum, Springfield Coal shall notify the Environmental Groups thirty (30) calendar days prior to the conveyance of title, ownership or other interest, including a leasehold interest in the facility or a portion thereof. Springfield Coal shall make as a condition of any such sale or transfer, that the purchaser or successor agree to be bound by Paragraph 3 of this Addendum. Springfield Coal shall provide a copy of this Addendum to any such successor in interest and Springfield Coal shall continue to be bound by and remain liable for performance of all obligations under this Addendum.

5. **Enforcement of Addendum.** Upon the entry of the Board's Order approving and accepting this Addendum, that Order is a binding and enforceable order of the Board and may be enforced as such through any and all available means.

6. **Stipulated Penalties.**

- a. If Springfield Coal fails to comply with Paragraph 3 of this Addendum , Springfield Coal shall provide notice to the Environmental Groups of each failure to comply and shall pay stipulated penalties in the amount of \$1,000.00 per day per violation for up to the first fifteen (15) days of violation, \$2,500.00 per day per violation for the next fifteen (15) days of violation, and \$5,000.00 per day per violation thereafter until such time that compliance is achieved. The Environmental Groups may make a demand for stipulated penalties upon Respondents for their noncompliance with this Addendum. However, failure by the Environmental Groups to make this demand shall not relieve Respondents of the obligation to pay stipulated penalties.
- b. All stipulated penalties shall be payable within thirty (30) calendar days of the

date Respondents know or should have known of their noncompliance with any provision of this Addendum.

- c. All payments for stipulated penalties required in Paragraph 5 of this Addendum shall be made by certified check or money order payable to the Prairie Hills Resource Conservation and Development, Inc. (d/b/a Prairie Land Conservancy).

Payments shall be sent by first class mail and delivered to:

Prairie Land Conservancy
321 W. University Drive
Macomb, IL 61455

- d. For any payment required in this Paragraph 5 of the Addendum, a copy of the certified check or money order and any transmittal letter shall be

sent to Environmental Groups' counsel at:

Jessica Dexter
Environmental Law & Policy Center
35 E. Wacker Dr. Ste. 1600
Chicago, IL 60601

- 7. **Execution of Addendum.** This Addendum may be executed by the parties in one or more counterparts, all of which taken together shall constitute one and the same instrument. The undersigned representatives for the Parties to the Addendum certify that they are fully authorized by the party whom they represent to enter into the terms and conditions of this Addendum and to legally bind them to it.

WHEREFORE, the Intervenors and Complainants, Prairie Rivers Network and Sierra Club Illinois Chapter and Respondent, Springfield Coal Company, LLC request that the Board adopt and accept the foregoing Addendum to Stipulation and Proposal for Settlement as written.

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

WHEREFORE, the Intervenors and Complainants, Prairie Rivers Network and Sierra Club Illinois Chapter and Respondent, Springfield Coal Company, LLC request that the Board adopt and accept the foregoing Addendum to Stipulation and Proposal for Settlement as written.

INTERVENORS/COMPLAINANTS

**ENVIRONMENTAL LAW AND
POLICY CENTER, on behalf of
PRAIRIE RIVERS NETWORK and
SIERRA CLUB, ILLINOIS CHAPTER**

BY:  _____

Its: ATTORNEY _____

DATE: 22 JUNE 2017 _____

RESPONDENT

SPRINGFIELD COAL COMPANY, LLC

BY: _____

Its: _____

DATE: _____

INTERVENORS/COMPLAINANTS

ENVIRONMENTAL LAW AND
POLICY CENTER, on behalf of
PRAIRIE RIVERS NETWORK and
SIERRA CLUB, ILLINOIS CHAPTER


BY: _____

Its: _____

DATE: _____

RESPONDENT

SPRINGFIELD COAL COMPANY, LLC

BY:  _____

Its: President

DATE: 6/22/2017