

IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL DISTRICT
CHAMPAIGN COUNTY, ILLINOIS

6/28/2022 11:23 AM
By: JH

PEOPLE OF THE STATE OF ILLINOIS,)
ex rel. KWAME RAOUL, Attorney General)
of the State of Illinois,)
)
Plaintiff,)
v.)
)
THE PEOPLES GAS LIGHT AND)
COKE COMPANY,)
an Illinois corporation,)
)
Defendant.)
)
GEORGE R. STANHOPE, *et al.*,)
)
Intervenors.)

Susan W. McGrath
CLERK OF THE CIRCUIT COURT
CHAMPAIGN COUNTY, ILLINOIS

No. 17-CH-218

CONSENT ORDER

Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* KWAME RAOUL, Attorney General of the State of Illinois, the Illinois Environmental Protection Agency (“Illinois EPA”), the Illinois Department of Natural Resources (“Illinois DNR”), the Illinois Department of Public Health (“Illinois DPH”), and Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY, (“Parties to the Consent Order”) have agreed to the making of this Consent Order and submit it to this Court for approval. The Intervenors object to the entry of this Consent Order.

I. INTRODUCTION

This stipulation of facts is made and agreed upon for purposes of settlement only and as a factual basis for the Court’s entry of the Consent Order and issuance of any injunctive relief. None of the facts stipulated herein shall be introduced into evidence in any other proceeding regarding the alleged violations of the Illinois Environmental Protection Act (“Environmental Protection Act”), 415 ILCS 5/1 *et seq.* (2020), the Illinois Pollution Control Board (“Board”) Regulations,

the Illinois Oil and Gas Act (the “Oil & Gas Act”), 225 ILCS 725/1 *et seq.* (2020), and the Illinois DNR’s Oil and Gas Regulations alleged in the Complaint, and the additional alleged violations of the Environmental Protection Act, Board Regulations, and the Illinois Plumbing Code, 77 Ill. Adm. Code Part 890 (“Plumbing Code”), alleged in Section I.B, below, except as otherwise provided herein. It is the intent of the parties to this Consent Order that it be a final judgment on the merits of this matter.

A. Background and Parties

1. On October 20, 2017, 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 DNR, pursuant to Section 42(d) and (e) of the Environmental Protection Act, 415 ILCS 5/42(d) and (e) (2020), and Section 11 of the Oil & Gas Act, 225 ILCS 725/11 (2020), 62 Ill. Adm. Code 240.155, against the Defendant.

2. The Illinois EPA is an agency of the State of Illinois created by the Illinois General Assembly and charged, *inter alia*, with the duty of enforcing the Environmental Protection Act and all rules and regulations promulgated thereunder, pursuant to Section 4 of the Environmental Protection Act, 415 ILCS 5/4 (2020).

3. The Board is an agency of the State of Illinois, created by the Illinois General Assembly in Section 5 of the Environmental Protection Act, 415 ILCS 5/5 (2020), and charged with the duty of promulgating regulations under the Environmental Protection Act, pursuant to Section 26 of the Environmental Protection Act, 415 ILCS 5/26 (2020).

4. The Illinois DNR is an agency of the State of Illinois created by the Illinois General Assembly and charged, *inter alia*, with the duty of enforcing the Oil and Gas Act and all rules and

regulations promulgated thereunder, pursuant to Section 3 of the Oil and Gas Act, 225 ILCS 725/3 (2020).

5. The Illinois DPH is an agency of the State of Illinois created by the Illinois General Assembly and charged, *inter alia*, with the duty of enforcing the Illinois Plumbing License Law and all rules and regulations promulgated thereunder, including the Plumbing Code, 77 Ill. Adm. Code Part 890, pursuant to Section 29 of the Illinois Plumbing License Law, 225 ILCS 320/29 (2020).

6. Defendant, THE PEOPLES GAS LIGHT AND COKE COMPANY (“Defendant”), at all times relevant to this Complaint, was and is a natural gas provider company and an Illinois corporation authorized to do business in Illinois.

7. Defendant is the owner and operator of Manlove Field, an underground natural gas storage facility (the “Facility”) located near the Village of Fisher, Champaign County, Illinois.

8. On December 6, 2016, Defendant reported a release of natural gas from the Facility (“Gas Release”) to the Illinois Commerce Commission.

9. Paragraphs 1 through 18 of Section I (Background) of the First Amended Agreed Interim Order entered on September 13, 2019 are incorporated herein by reference.

10. On April 22, 2020, this Court granted a Petition to Intervene giving certain property owners Intervenor status with specified rights to participate in this proceeding.

B. Allegations of Non-Compliance

In the Complaint, Plaintiff contends that the Defendant has violated the following provisions of the Environmental Protection Act, Board Regulations, Oil and Gas Act, and the Illinois DNR’s Oil and Gas Regulations:

- Count I: Failure to Keep Well in a Leak Free Condition
Section 240.630(b) of the Illinois DNR's Oil and Gas Regulations, 62 Ill. Adm. Code 240.630(b).
- Count II: Water Pollution
Section 12(a) of the Environmental Protection Act, 415 ILCS 5/12(a) (2020).
- Count III: Impairment of Resource Groundwater
Section 12(a) of the Environmental Protection Act, 415 ILCS 5/12(a) (2020), and Section 620.301(a) of the Board Regulations, 35 Ill. Adm. Code 620.301(a).
- Count IV: Failure to Prevent Waste
Section 1.1 of the Oil and Gas Act, 225 ILCS 725/1.1 (2020).

Plaintiff additionally alleges that Defendant has further violated the Environmental Protection Act, Board Regulations, and Plumbing Code (“Additional Resolved Violations”), as follows:

1. On May 14, 2018, Illinois EPA issued Violation Notice No. A-2017-00148 to Defendant, asserting that Defendant engaged in air pollution, thereby violating Section 9(b) and 9.12 of the Environmental Protection Act, 415 ILCS 5/9(b) and 9.12 (2020); Section 201.142 of the Board Regulations, 35 Ill. Adm. Code 201.142; Section 63.7545 of Title 40 of the Code of Federal Regulations, 40 C.F.R. § 63.7545; and Subpart DDDDD of Part 63, Title 40 of the Code of Federal Regulations, specifically Section 63.7500, 40 C.F.R. § 63.7500, Section 63.7505, 40 C.F.R. § 63.7505, and Table 3 to Subpart DDDDD.

2. On May 3, 2018, and subsequently on May 17, 2018, Illinois DPH referred to the Illinois Attorney General's Office for enforcement alleged violations of the Illinois Plumbing Code. Specifically, Illinois DPH asserted that Defendant had violated Section 894.70 of the Illinois Plumbing Code, 77 Ill. Adm. Code 894.70, and Section 890.610 of the Illinois Plumbing Code, 77 Ill. Adm. Code 890.610, by arranging for installation of gas/water separator systems at

four homes by unlicensed plumbers. On August 3, 2018, Illinois DPH issued a variance authorizing the installation of the gas/water separator system, following inspections of the installed systems by a licensed plumber.

C. Non-Admission of Violations

The Defendant has entered into this Consent Order for the purpose of settling and compromising disputed claims without having to incur the expense of contested litigation. By entering into this Consent Order and complying with its terms, the Defendant does not affirmatively admit to committing any violations alleged within the Complaint and/or referenced in Section I.B, above, and this Consent Order shall not be interpreted as including such admission.

D. Compliance Activities to Date

1. On October 20, 2017, this Court entered a First Agreed Interim Order (“FAIO”), requiring that Defendant offer immediate emergency protections for impacted homes, including continuing to supply bottled drinking water and gas detectors. Under the FAIO, Defendant also was required to submit a Root-Cause Analysis. On September 13, 2019, this Court entered a First Amended Agreed Interim Order (“FAAIO”), requiring that Defendant continue to provide bottled water to, and install and maintain gas detectors in “Affected Households,” defined in the FAAIO as “any household whose groundwater supply has shown concentrations of MC2 thermogenic methane at or above 10 mg/L [milligrams per liter].” The FAAIO also required Defendant to offer and maintain gas/water separators in impacted homes and to complete a comprehensive inspection of all 153 of the Facility’s injection/withdrawal wells. Finally, the FAAIO required Defendant to develop and implement a Groundwater Management Zone. Defendant has complied with the FAIO and the FAAIO.

2. On September 25, 2020, Illinois EPA provided a conditional approval of Defendant's application for a Groundwater Management Zone to address groundwater contamination resulting from the Gas Release, that was thereafter amended and clarified. The entirety of the Illinois EPA Groundwater Management Zone approval is attached hereto as Attachment A.

II. APPLICABILITY

This Consent Order shall apply to and be binding upon the Parties to the Consent Order. This Consent Order nullifies and supersedes all prior Orders entered in this matter, including, but not limited to the FAAIO; the April 22, 2020 Order on Petition to Intervene; the July 20, 2020 Order on Motions to Consolidate, Clarify, and/or Amend, and Set Protocols; and the July 20, 2020 Order on Quarterly and Monthly Testing Protocols. The Defendant waives as a defense to any enforcement action taken by Plaintiff pursuant to this Consent Order the failure of any of its officers, directors, agents, employees or successors or assigns to take such action as shall be required to comply with the provisions of this Consent Order. Subject to and without waiving Section I.C. above, this Consent Order may be used by Plaintiff in any subsequent enforcement action or permit proceeding as proof of a past adjudication of violations alleged in the Complaint in this matter and/or referenced in Section I.B, above, for purposes of Sections 39 and 42 of the Act, 415 ILCS 5/39 and 42 (2020). Subject to and without waiving Section I.C. above, this Consent Order may be used by Plaintiff in any subsequent enforcement action or permit proceeding as proof of a past adjudication of violations alleged in the Complaint in this matter, for purposes of Section 8a of the Oil and Gas Act, 225 ILCS 725/8a (2020).

The Defendant shall notify each contractor to be retained to perform work required in this Consent Order of each of the requirements of this Consent Order relevant to the activities to be

performed by that contractor, including all relevant work schedules and reporting deadlines, and shall provide a copy of the relevant portions of this Consent Order to each contractor already retained no later than thirty (30) calendar days after the date of entry of this Consent Order. In addition, the Defendant shall provide copies of all schedules for implementation of the provisions of this Consent Order to the prime vendor(s) supplying the control technology systems and other equipment required by this Consent Order.

No change in ownership, corporate status or operator of the Facility shall in any way alter the responsibilities of the Defendant under this Consent Order. In the event that the Defendant proposes to sell or transfer any real property or operations subject to this Consent Order, the Defendant shall notify the Plaintiff 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. The Defendant shall make as a condition of any such sale or transfer, that the purchaser or successor provide to Defendant site access and all cooperation necessary for Defendant to perform to completion any compliance obligation(s) required by this Consent Order. The Defendant shall provide a copy of this Consent Order to any such successor in interest and the Defendant shall continue to be bound by and remain liable for performance of all obligations under this Consent Order. In appropriate circumstances, however, the Defendant and a proposed purchaser or operator of the facility may jointly request, and the Plaintiff, in its discretion, may consider modification of this Consent Order to obligate the proposed purchaser or operator to carry out future requirements of this Consent Order in place of, or in addition to, the Defendant. This provision does not relieve the Defendant from compliance with any regulatory requirement regarding notice and transfer of applicable facility permits.

III. JUDGMENT ORDER

This Court has jurisdiction of the subject matter herein and of the Parties to the Consent Order and, having considered the stipulated facts and being advised in the premises, finds the following relief appropriate:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

A. Civil Penalty

1. Defendant shall pay a civil penalty of a total of One Hundred Seventy-Five Thousand Dollars (\$175,000.00). Payment shall be tendered within 30 days of the entry of this Order.

2. One Hundred Fifty Thousand Dollars (\$150,000.00) of the civil penalty payment shall be made by certified check or money order payable to the Illinois EPA for deposit into the Environmental Protection Trust Fund (“EPTF”).

3. Twenty-Five Thousand Dollars (\$25,000.00) of the civil penalty payment shall be made by certified check or money order payable to the Illinois DPH for deposit into the Plumbing Licensure and Program Fund (“PLPF”).

4. The case name and case number shall appear on the face of the certified checks or money orders.

B. Illinois DNR Oil and Gas Program Project

1. Defendant shall pay Two Hundred and Twenty-Five Thousand Dollars (\$225,000.00) for procurement of equipment to support the mission of the Illinois DNR’s Office of Oil and Gas Resource Management. Payment shall be tendered within 30 days of entry of this Order.

2. Payment shall be made by certified check or money order payable to the Illinois DNR for deposit into the Underground Resources Conservation Enforcement Fund.

C. Prairie Research Institute Project

1. Defendant shall pay One Hundred and Seventy-Five Thousand Dollars (\$175,000.00) to the Prairie Research Institute, to use at its discretion in furtherance of its mission. Payment shall be tendered within 30 days of entry of this Order.

2. Payment shall be made by certified check or money order payable to the University of Illinois – Prairie Research Institute.

D. Stipulated Penalties, Interest and Default

1. If Defendant fails to comply with any of the requirements of this Consent Order, Defendant shall pay to Plaintiff the following stipulated penalties for each violation from the date the violation occurred until such time as compliance is achieved:

<u>Period of Noncompliance</u>	<u>Stipulated Penalty</u>
1 st to 30 th Calendar Days	\$400.00/day per violation
31 st to 60 th Calendar Days	\$500.00/day per violation
After 60 th Calendar Day	\$1,000.00/day per violation

2. The Plaintiff may make a demand for stipulated penalties upon Defendant for its noncompliance with this Consent Order. However, failure by the Plaintiff to make this demand shall not relieve Defendant of the obligation to pay stipulated penalties. All stipulated penalties shall be payable within thirty (30) calendar days of the date Defendant knows or should have known of its noncompliance with any provision of this Consent Order.

3. If Defendant fails to make any payment required by this Consent Order on or before the date upon which the payment is due, Defendant shall be in default and the remaining unpaid balance of the payment, plus any accrued interest, shall be due and owing immediately. In the

event of default, Plaintiff shall be entitled to reasonable costs of collection, including reasonable attorney's fees.

4. Interest shall accrue on any amount owed by Defendant not paid within the time prescribed herein pursuant to Section 42(g) of the Environmental Protection Act, 415 ILCS 5/42(g) (2020), for amounts owed to Illinois EPA; Section 19.9 of the Oil and Gas Act, 225 ILCS 725/19.9 (2020), for amounts owed to Illinois DNR; and Section 2-1303 of the Code of Civil Procedure, 735 ILCS 5/2-1303 (2020), for amounts owed to Illinois DPH. 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.

5. Stipulated penalties shall be in addition to, and not a substitute for, any other remedy or sanction available to Plaintiff.

E. Payment Procedures

All payments required by Section III.C.1 of this Order shall be made by certified check or money order payable to the Illinois EPA for deposit into the EPTF. All payments required by Section III.C.4 of this Order shall be made by certified check or money order payable to the Illinois EPA, Illinois DPH, or Illinois DNR, consistent with the payment procedures in Sections III.A.2, III.A.3, or III.B.2, as appropriate.

Payments to Illinois EPA 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, IL 62794-9276

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

Illinois Department of Natural Resources
Office of Oil and Gas Resource Management
One Natural Resources Way
Springfield, Illinois 62702-1271

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

Illinois Department of Public Health
Validation Unit
535 W. Jefferson St., 4th Floor
Springfield, IL 62761

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

Natalie Long
Assistant Attorney General
Environmental Bureau
Illinois Attorney General's Office
500 S. Second Street
Springfield, Illinois 62701

F. Future Compliance

General Provisions

1. In addition to any other authority, Defendant, its respective employees and representatives, grant to the Illinois DNR and the Illinois EPA, their employees, agents and representatives, and the Attorney General, his employees, agents and representatives, the right of entry onto all portions of the Facility to which Defendant has a right of access at all reasonable times for purposes of conducting inspections and evaluating compliance status. In conducting such inspections, Illinois DNR and Illinois EPA, their employees, agents and representatives, and the Attorney General, his employees, agents and representatives, may take photographs, samples and collect information as they deem necessary. Illinois DNR and Illinois EPA, their employees, agents and representatives, and the Attorney General, his employees, agents and representatives,

will comply with all safety rules and requirements applicable to the site location and will be escorted by employees of Defendant when conducting inspections within the fence lines of the Facility.

2. Where any action under this Consent Order is to be performed in areas owned by or in possession of someone other than Defendant, Defendant shall use reasonable efforts to obtain the necessary permission from the third-party landowner to undertake such actions. Such reasonable efforts shall include, at a minimum, attempts to contact the third-party landowner by telephone and by letter (if time permits). If Defendant is unable to obtain the necessary access after reasonable efforts as just described, it shall notify the Illinois DNR and/or Illinois EPA and/or Illinois DPH of such refusal by the third party and the Illinois DNR and/or Illinois EPA and/or Illinois DPH will determine, in its/their discretion, whether it will take affirmative actions to assist Defendant in obtaining access to the properties in question. If Defendant is unable to gain access to third-party property after following the requirements of this Section III.F.2, then it shall not be considered in violation of this Consent Order with respect to such action.

3. This Consent Order in no way affects the responsibilities of the Defendant to comply with any other federal, state or local laws or regulations, including but not limited to the Environmental Protection Act, the Board Regulations, the Oil and Gas Act, the Illinois DNR's Regulations, the Illinois Plumbing License Law, and the Illinois Plumbing Code.

4. The Defendant shall cease and desist from future violations of the Environmental Protection Act, the Board Regulations, including all requirements of Subpart DDDDD of Part 63, Title 40 of the Code of Federal Regulations, the Oil and Gas Act, the Illinois DNR's Regulations, the Illinois Plumbing License Law, and the Illinois Plumbing Code that were alleged in Section I.B, above.

5. The Defendant shall comply with applicable air regulatory requirements for all relief wells required by this Consent Order. Within forty-five (45) days of entry of this Consent Order, or of Illinois EPA's approval of a specific relief well location, whichever date is later, Defendant shall, if the well is eligible for the Registration of Smaller Sources ("ROSS") program, apply for registration pursuant to Section 201.175 of the Board Regulations, 35 Ill. Adm. Code 201.175, or, if the well is ineligible for the ROSS program, apply for an air pollution construction permit pursuant to Sections 201.142, 201.152, 201.159 and 201.160 of the Board Regulations, 35 Ill. Adm. Code 201.142, 201.152, 201.159 and 201.160. Defendant shall timely pay to Illinois EPA all fees required by the applicable regulations.

6. Within forty-five (45) days of entry of this Consent Order, or of Illinois EPA's approval of a specific relief well location, whichever date is later, Defendant shall, for each relief well not eligible for registration under the ROSS program, apply for and diligently pursue Illinois EPA's issuance of an air pollution operating permit pursuant to Section 201.143, 201.157, 201.159 and 201.160 of the Board Regulations, 35 Ill. Adm. Code 201.143, 201.157, 201.159 and 201.160. Defendant shall maintain registration or permit coverage, as applicable, for all relief wells required by this Consent Order, and shall timely pay to Illinois EPA all fees required by the applicable regulations.

Reporting of Future Releases

7. Subsequent to the entry of this Consent Order, in the event of a release of thermogenic gas from any well or the Mount Simon formation, from or in the Facility, to surrounding aquifers, soils and/or the atmosphere, in addition to all required reporting of such releases to the Illinois Emergency Management Agency ("Illinois EMA"), Defendant shall also comply with the reporting requirements in Sections 240.1853 and 240.1880 of the Illinois DNR's

Oil and Gas Regulations, 62 Ill. Adm. Code 240.1853 and 240.1880. Further, Defendant shall report any releases exceeding 500,000 cubic feet originating from the downhole portion of the Facility and occurring within one-eighth (1/8) mile of a residence, place of business, or place of public assembly directly to the Illinois DNR, Illinois EPA and Illinois DPH (“the Agencies”) via email within 48 hours of initially learning of such a release. Such reporting shall include the same information as provided to the Illinois EMA for the release, and Defendant shall respond to any questions or requests for additional information from any of the Agencies within twenty-one (21) days. Reports shall be submitted pursuant to Section III.H of this Consent Order.

Groundwater Management Zone

8. Section 620.250(a) of the Board Regulations, 35 Ill. Adm. Code 620.250(a), provides the following:

- (a) Within any class of groundwater, a groundwater management zone may be established as a three dimensional region containing groundwater being managed to mitigate impairment caused by the release of contaminants from a site:
 - (1) That is subject to a corrective action process approved by the Agency; or
 - (2) For which the owner or operator undertakes an adequate corrective action in a timely and appropriate manner and provides a written confirmation to the Agency. Such confirmation must be provided in a form as prescribed by the Agency.

9. On August 1, 2019, the Defendant submitted an application for a groundwater management zone (“GMZ Application”) to the Illinois EPA. After considerable comment and review, as well as supplemental submissions by the Defendant, on September 25, 2020, Illinois EPA issued a letter conditionally approving the GMZ Application that was amended/clarified in subsequent correspondence (the entirety of the approval is attached hereto as Attachment A). The

approved GMZ requirements are contained in Attachment A to this Consent Order, and incorporated herein.

10. Defendant shall implement the work set out in the conditionally approved GMZ Application, in accordance with the conditions in Illinois EPA's conditional approval of the GMZ Application, with all schedules contained therein, and with all requirements set forth in Attachment A to this Consent Order.

11. Within one hundred twenty (120) days of entry of the Consent Order, Defendant shall begin flaring or combusting any natural gas recovered from three existing relief wells located at 2750 CR 350E, 2745 CR 345E, and 2800 CR 345E, Mahomet, Illinois.

12. Within one hundred twenty (120) days of entry of the Consent Order, Defendant shall complete the installation of four (4) new relief wells at locations approved by Illinois EPA, and thereafter shall flare or combust any natural gas recovered from the new relief wells. Within sixty (60) days of Defendant's receipt of the first year of relief and monitoring well sample results, Defendant shall submit to Plaintiff for review and approval pursuant to Section III.H, below, a Relief Well Installation Report describing the amount of natural gas being recovered from the new relief wells and, in the case of any well that is producing no or minimal amounts of natural gas, proposing an alternative location and schedule for installation of an additional relief well. Upon Plaintiff's approval of the Relief Well Installation Report, Defendant shall install all required additional relief wells in compliance with the approved Relief Well Installation Report. As used in this provision of the Consent Order, a "well that is producing no or minimal amount of natural gas" shall be defined as: "a relief well producing no free natural gas (i.e., recovered in gaseous state; not dissolved in the groundwater) or a well that within 1 year of initiation of production produces water that is continuously less than 10 mg/L thermogenic methane while at the same time

the nearest impacted household well still requires treatment to be below 10 mg/L of thermogenic methane.”

13. Defendant shall implement the approved groundwater management zone (“GMZ”) to monitor and mitigate thermogenic methane relating to the Gas Release in area groundwater sampled from all Monitoring Wells in and around the Facility. “Monitoring Wells” is used here to mean the groundwater monitoring network (*see* Nos. 2 – 5 of the Summary of Sampling Frequencies and Analytical Suites for Gas Relief Wells, Monitoring Wells, and Water Supply Wells (attached as Exhibit 7 to Attachment A)) being routinely sampled to characterize water quality. *See* Section III.F.34, below. The purpose of the GMZ is to ensure area groundwater impacted by MC2 thermogenic methane gas complies with the requirements of Section 12(a) of the Act, 415 ILCS 5/12(a) (2020), and Section 620.301(a)(1) and (2) of the Board Regulations, 35 Ill. Adm. Code 620.301(a)(1) and (2). The GMZ’s cleanup objectives are levels of less than 10 mg/L of MC2 thermogenic methane in all Sentinel Wells, and, for all Monitoring Wells other than Sentinel Wells, levels of either (i) less than 10 mg/L of MC2 thermogenic methane or (ii) asymptotic levels above 10 mg/L and below 28 mg/L of MC2 thermogenic methane (“GMZ Cleanup Objectives”). “Sentinel Wells” is used here to mean a network of ten (10) water supply wells that currently have less than 10 mg/L of MC2 thermogenic methane, and are located near or just outside the identified GMZ boundary (*see* Attachment A, Exhibit 7, No. 5).

14. Defendant shall obtain all permits that are necessary to complete any actions required pursuant to this Consent Order, and shall comply with such permits once issued.

15. Any amendments to the approved GMZ shall be submitted to Plaintiff for review and approval pursuant to Section III.H, below.

16. Defendant shall submit to Plaintiff monthly progress reports, beginning no later than thirty (30) days after entry of this Consent Order, for one year; quarterly progress reports, for the following three years, and annual progress reports, thereafter, until Illinois EPA has provided written agreement that the GMZ Cleanup Objectives have been achieved, as described in Section III.F.17, below. Such progress reports shall, at a minimum, include updates regarding the installation of any equipment or facilities designed to monitor and/or remediate MC2 thermogenic methane in and around the Facility and surrounding aquifers, monitoring results for MC2 thermogenic methane levels in and around the Facility and surrounding aquifers received during the preceding reporting period, technical analysis of the ongoing effectiveness of the GMZ in achieving remediation objectives, and description of upcoming remedial activities over the next reporting period. These reports shall be submitted to Plaintiff pursuant to Section III.G, below.

17. If Defendant concludes that the GMZ Cleanup Objectives have been achieved, then Defendant may submit to Plaintiff for its review and approval a request that Illinois EPA provide its written agreement with Defendant's conclusion. For any Monitoring Well that has above 10 mg/L of MC2 thermogenic methane, such request shall identify the proposed asymptotic level above 10 mg/L and below 28 mg/L of MC2 thermogenic methane. If Illinois EPA provides written agreement that the GMZ Cleanup Objectives have been achieved, then Defendant shall begin post corrective action monitoring of MC2 thermogenic methane in all Monitoring Wells. Such monitoring shall occur on a semi-annual basis, beginning thirty (30) days after the Illinois EPA provides the written agreement above. Such semi-annual monitoring shall continue for a period of three (3) years, though this period may be extended should concentrations of MC2 thermogenic methane increase as described in Section III.F.19.

18. Defendant shall submit annual reports to Plaintiff during the post corrective action monitoring period. Defendant shall submit such reports by January 31 of each year, and describe therein the post corrective action monitoring results from the previous calendar year.

19. During the period of post corrective action monitoring, should concentrations of MC2 thermogenic methane in any Monitoring Well exceed the concentration levels approved by Illinois EPA pursuant to Section III.F.17, above, Defendant shall perform confirmation sampling within thirty (30) days of receiving laboratory analysis results indicating these concentrations, and if the second sample confirms the initial value, within forty-five (45) days of receiving laboratory analysis results for the confirmation sampling, submit a written report to Plaintiff describing the increased concentrations found in the sampling, an explanation of the cause or causes of the increase, and a proposed corrective action plan (a “Corrective Action Plan”) to reduce concentrations to their previously approved levels, subject to review and approval by Plaintiff. If Plaintiff disapproves a proposed Corrective Action Plan, Defendant shall, within thirty (30) days after receiving written notice of such disapproval, submit a proposal that corrects all deficiencies identified by Plaintiff in its disapproval letter. This process shall continue until Plaintiff approves the Corrective Action Plan, or either party invokes the Dispute Resolution section in Section III.I of this Consent Order.

20. During implementation of any Illinois EPA-approved Corrective Action Plan, should MC2 thermogenic methane concentrations exceed the concentration levels approved by Illinois EPA pursuant to Section III.F.17, Defendant shall submit progress reports to Plaintiff every thirty (30) days, beginning thirty (30) days after initiating implementation of its approved Corrective Action Plan, for one (1) year; quarterly progress reports, for the following three (3) years; and annual progress reports, thereafter. Such progress reports may be combined with other

GMZ progress reporting, and shall, at a minimum, include updates regarding the installation of any equipment or facilities designed to monitor and/or remediate MC2 thermogenic gas in and around the Facility and surrounding aquifers, monitoring results for MC2 thermogenic gas levels in and around the Facility and surrounding aquifers received during the preceding reporting period, technical analysis of the ongoing effectiveness of the Corrective Action Plan in returning methane levels to previously approved levels, and a description of upcoming remedial activities over the next reporting period. These reports shall be submitted to Plaintiff pursuant to Section III.H of this Consent Order.

Relief for “Existing Device Households”

21. As of the date of entry of this Consent Order, Defendant has caused, or begun to cause, the installation of a gas/water separator (“Device”) in seven (7) households whose groundwater supplies have shown concentrations of MC2 thermogenic methane in excess of 10 mg/L (“Existing Device Households”). Defendant shall continue to maintain, in operable condition in accordance with the manufacturer’s specifications, Devices in Existing Device Households until Defendant’s completion of post corrective action monitoring consistent with Sections III.F.17 through III.F.20. Notwithstanding any other requirements, Defendant’s obligation to maintain a Device shall terminate for any Existing Device Household where an adult occupant has tampered with an installed Device in contravention of the manufacturer’s specifications or recommendations, or has requested the removal (in writing) of, or otherwise caused the removal of, an installed Device. Defendant shall offer to replace any Device in an Existing Device Household that it reasonably believes is not operating in accordance with the manufacturer’s specifications. Notwithstanding any other requirements, Defendant’s obligation to maintain a Device under this Section III.F.21 shall terminate for any Existing Device Household

and the household shall no longer be deemed an Existing Device Household, where the household ceases the use of well water as the primary source of household water, or where water sampling has shown pre-Device/untreated groundwater concentrations below 10 mg/L over a 12-month period. Defendant shall notify Plaintiff in writing, pursuant to Section III.H, below, if it believes any Existing Device Household should no longer hold this status, and shall continue to treat the household as an Existing Device Household until Plaintiff has concurred in writing, the concurrence of which shall not unreasonably be withheld. Within thirty (30) days of Plaintiff's concurrence in writing that an Existing Device Household no longer holds that status, Defendant shall offer to the Existing Device Household that the Device be removed through an IDPH-registered plumbing contractor.

22. Subject to Section III.F.24, below, Defendant agrees to continue to distribute bottled water on a regular basis to Existing Device Households, while they hold that status, until Defendant's completion of post corrective action monitoring consistent with Sections III.F.17 through III.F.20.

23. As of the date of entry of this Consent Order, in all Existing Device Households, Defendant has caused the installation of residential monitoring and alert devices designed to continuously monitor the methane concentrations of indoor air and alarm if the methane concentrations exceed 12,500 parts per million ("ppm") in the air ("Monitoring Devices"). Defendant shall provide, at Defendant's sole expense, lodging for the members of any Existing Device Household where a Monitoring Device has alarmed due to methane concentration. Defendant's obligation to provide lodging shall end when Defendant has reasonably demonstrated that the concentration of household ambient air methane levels is less than 12,500 ppm. Defendant shall no longer be obligated to install and maintain Monitoring Devices under this Section III.F.23

for a specific Existing Device Household if (a) for three (3) consecutive years following the installation of the Monitoring Device, Defendant has not been required to provide lodging, or (b) an adult member of the household has tampered with the Monitoring Device or operated or relocated the Monitoring Device in contravention of manufacturer's specifications or recommendations. Defendant shall offer to replace any Monitoring Device it has installed in an Existing Device Household that it reasonably believes is providing inaccurate readings. Except as provided in Section III.F.35, Defendant's obligation to install and maintain Monitoring Devices will end with completion of post corrective action monitoring consistent with Sections III.F.17 through III.F.20.

24. Within thirty (30) days of entry of this Consent Order, Defendant shall offer to install through an IDPH-registered plumbing contractor, and maintain a Stonehouse gas-water separator, as approved for installation in homes impacted by MC2 thermogenic methane by Illinois DPH's November 6, 2019 letter (or any subsequently Illinois DPH-approved whole-house water treatment device demonstrated to achieve methane removal comparable to that of the approved Stonehouse gas-water separator) ("Stonehouse Device"), in any Existing Device Household that does not have a Stonehouse Device, and at which any result from sampling performed pursuant to the FAAIO conducted during the previous six (6) months shows a concentration of MC2 thermogenic methane at or above 10 mg/L in untreated water. For any Existing Device Household that does not have a Stonehouse Device, Defendant also shall offer to install, through an IDPH-registered plumbing contractor, and maintain a Stonehouse Device within thirty (30) days of Defendant's receipt of sampling results conducted pursuant to this Consent Order showing a concentration of MC2 thermogenic methane at or above 10 mg/L in untreated water after the entry of this Consent Order. Defendant shall no longer be obligated to offer installation and maintenance

of the Stonehouse Device to any Existing Device Household that has rejected three (3) offers made by Defendant pursuant to this Section III.F.24. For any Existing Device Household that accepts an offer within sixty (60) days of receipt of the offer from Defendant, Defendant shall cause a Stonehouse Device to be installed, per the manufacturer's instructions, at the Existing Device Household. If requested by the Existing Device Household, Defendant shall test the Existing Device Household's water after installation of the Stonehouse Device. Defendant shall maintain the Stonehouse Devices in accordance with Section III.F.21, above. Within one hundred and twenty (120) days of entry of this Consent Order, Defendant shall submit to Plaintiff a list of Existing Device Households that (i) were offered a Stonehouse Device, (ii) rejected Defendant's offer of a Stonehouse Device, and (iii) accepted Defendant's offer of a Stonehouse Device. Defendant shall offer to replace any Stonehouse Device it installed pursuant to this Section III.F.24 that it reasonably believes is not operating in accordance with the manufacturer's specifications. Notwithstanding any other requirements, Defendant shall not be obligated to distribute water to an Existing Device Household with an installed Stonehouse Device if all results of sampling conducted consistent with this Consent Order during the previous six (6) months at that household show concentrations of MC2 thermogenic methane below 10 mg/L in treated water. Except as provided in Section III.F.35, Defendant's obligations under this Section III.F.24 will end with completion of post corrective action monitoring consistent with Sections III.F.17 through III.F.20.

25. For all households identified as Existing Device Households, Defendant shall conduct monthly water sampling consistent with Sections III.F.33 and 34 of this Consent Order for a period of two (2) years from the date of entry of this Consent Order, quarterly for the next two (2) years, bi-annually for the next two (2) years, then annually thereafter provided the homeowner consents and has not requested that sampling be discontinued. However, after the first

year three (3) consecutive monthly samples at any such household show concentrations of MC2 thermogenic methane below 10 mg/L in treated water, testing shall transition to quarterly then bi-annually then annually as described above. If any sample result shows concentrations of MC2 thermogenic methane above 10 mg/L in treated water, monthly sampling will be required consistent with this Section III.F.25 until the concentrations are reduced to below 10 mg/L. Defendant shall be permitted access to any device it has installed for inspection and maintenance as reasonably necessary, and upon providing reasonable notice. Except as provided in Section III.F.35, Defendant's obligations under this Section III.F.25 will end with completion of post corrective action monitoring consistent with Sections III.F.17 through III.F.20.

26. A Device is not "rejected" if an Existing Device Household insists that any necessary plumbing, electrical, or carpentry work be done by qualified contractors. Defendant does not fail to "offer" a Device or to conduct any related sampling, testing, inspection, or maintenance work if an Existing Device Household refuses to allow reasonable access, or refuses to permit Defendant's employees, contractors, representatives, or (if counsel for the Existing Device Household is present) counsel to scope out the proposed work, or observe such sampling, testing, inspection, or maintenance work. An Existing Device Household does "reject" a Device if it refuses to allow access, or refuses to permit Defendant's employees, representatives, or (if counsel for the Existing Device Household is present) counsel to scope out the proposed work, or observe such sampling, testing, inspection, or maintenance work so long as Defendant has provided reasonable notice (at least 48 hours in non-emergency circumstances) to the Existing Device Household.

Relief for “Other Impacted Households”

27. For purposes of this Section III.F, an “Other Impacted Household” is defined as any household in which Defendant has not caused, or begun to cause, the installation of a Device on or before the date of entry of this Consent Order, and at which any result from sampling performed pursuant to the FAAIO or this Consent Order, conducted ninety (90) days prior to entry of this Consent Order or thereafter, shows a concentration of MC2 thermogenic methane at or above 10 mg/L in the water supply. By the latter of (a) thirty (30) days after the entry of this Consent Order; or (b) thirty (30) days after Defendant’s confirmation of any such sample result, Defendant shall offer to install, through an IDPH-registered plumbing contractor, and maintain a Stonehouse Device in the Other Impacted Household. Defendant shall no longer be obligated to offer installation and maintenance of the Stonehouse Device to any Other Impacted Household that has declined three (3) offers made by Defendant pursuant to this Section III.F.27. If the Other Impacted Household accepts such an offer within sixty (60) days of receipt of the offer from Defendant, Defendant shall cause a Stonehouse Device to be installed, per the manufacturer’s instructions, at the household. Defendant shall continue to maintain Stonehouse Devices it has caused to be installed in Other Impacted Households, in operable condition in accordance with the manufacturer’s specifications, until Defendant’s completion of post corrective action monitoring consistent with Sections III.F.17 through III.F.20. Defendant shall offer to replace any Stonehouse Device in an Other Impacted Household that it reasonably believes is not operating in accordance with the manufacturer’s specifications. Notwithstanding any other requirements, Defendant’s obligation to maintain a Stonehouse Device under this Section III.F.27 shall terminate for any Other Impacted Household where an adult occupant has tampered with an installed Device in contravention of the manufacturer’s specifications or recommendations or has requested the

removal (in writing) of, or otherwise caused the removal of, an installed Device. Notwithstanding any other requirements, Defendant's obligation to maintain a Device under this Section III.F.27 shall terminate for any Other Impacted Household, and the household shall no longer be deemed an Other Impacted Household, where the household ceases the use of well water as the primary source of household water, or where water sampling has shown pre-Device/untreated groundwater concentrations below 10 mg/L over a 12-month period. Defendant shall notify Plaintiff in writing, pursuant to Section III.H, below, if it believes any Other Impacted Household should no longer hold this status, and shall continue to treat the household as an Other Impacted Household until Plaintiff has concurred in writing, the concurrence of which shall not unreasonably be withheld. Within thirty (30) days of Plaintiff's concurrence in writing that an Other Impacted Household no longer holds that status, Defendant shall offer, to any Other Impacted Household at which Defendant has caused the installation of a Stonehouse Device, removal of the Stonehouse Device through an IDPH-registered plumbing contractor.

28. Defendant agrees to distribute bottled water on a regular basis to Other Impacted Households, while they hold that status, until Defendant's completion of post corrective action monitoring consistent with Sections III.F.17 through III.F.20. Notwithstanding any other requirements, Defendant shall not be obligated to distribute water to an Other Impacted Household with an installed Stonehouse Device if all results of sampling conducted consistent with this Consent Order during the previous six (6) months at that household show concentrations of MC2 thermogenic methane below 10 mg/L in treated water. Notwithstanding any other requirements, Defendant's obligations under this Section III.F.28 will end with completion of post corrective action monitoring consistent with Sections III.F.17 through III.F.20.

29. If Defendant has not done so already, Defendant shall immediately offer to any Other Impacted Household, and, where requested by the Other Impacted Household, Defendant shall install and maintain at the Other Impacted Household, a Monitoring Device. Within seven (7) days of receiving notice that an Other Impacted Household wants a Monitoring Device, or if Defendant is unable to obtain access to the Other Impacted Household within the seven (7) day period, as soon thereafter as Defendant can obtain access, Defendant shall install the Monitoring Device, per the manufacturer's instructions, at the Other Impacted Household. Defendant shall provide, at Defendant's sole expense, lodging for the members of any Other Impacted Household where a Monitoring Device has alarmed due to methane concentration. Defendant's obligation to provide lodging shall end when Defendant has reasonably demonstrated that the concentration of household ambient air methane levels is less than 12,500 ppm. Defendant's obligation to install and maintain Monitoring Devices under this Section III.F.29 will end for a specific Other Impacted Household if (a) for three (3) consecutive years following the installation of the device, Defendant has not been required to provide lodging, or (b) an adult member of the household has tampered with the Monitoring Device or operated or relocated the Monitoring Device in contravention of manufacturer's specifications or recommendations. Defendant shall offer to replace any Monitoring Device it has installed that it reasonably believes is providing inaccurate readings. Defendant shall maintain lists of Other Impacted Households that have (i) requested Monitoring Devices, (ii) been offered Monitoring Devices, (iii) rejected Defendant's offer to provide Monitoring Devices, and (iv) received Monitoring Devices from the Defendant. Defendant shall offer to replace any Monitoring Device it has caused to be installed in an Other Impacted Home that it reasonably believes is providing inaccurate readings. Except as provided in Section III.F.35,

Defendant's obligations under this Section III.F.29 will end with completion of post corrective action monitoring consistent with Sections III.F.17 through III.F.20.

30. For all households identified as Other Impacted Households, Defendant shall conduct monthly water sampling consistent with Section III.F.33 and 34 of this Consent Order for a period of two (2) years from the date of entry of this Consent Order, quarterly for the next two (2) years, bi-annually for the next one (1) year, then annually thereafter provided the homeowner consents and has not requested that sampling be discontinued. However, if after the first year three consecutive monthly samples at a household show concentrations of MC2 thermogenic methane below 10 mg/L in treated water, testing shall transition to quarterly then bi-annually then annually as described above. If any sample result shows concentrations of MC2 thermogenic methane above 10 mg/L in treated water, monthly sampling will be required consistent with this Section III.F.30 until the concentrations are reduced to below 10 mg/L. Defendant shall be permitted access to any device it has installed for inspection and maintenance as reasonably necessary, upon providing reasonable notice. Except as provided in Section III.F.35, Defendant's obligations under this Section III.F.30 will end with completion of post corrective action monitoring consistent with Sections III.F.17 through III.F.20.

31. A Device is not "rejected" if an Other Impacted Household insists that any necessary plumbing, electrical, or carpentry work be done by qualified contractors. Defendant does not fail to "offer" a Device or to conduct any related sampling, testing, inspection, or maintenance work if an Other Impacted Household refuses to allow reasonable access, or refuses to permit Defendant's employees, contractors, representatives, or (if counsel for the Other Impacted Household is present) counsel to scope out the proposed work, or observe such sampling, testing, inspection, or maintenance work. An Other Impacted Household does "reject" a Device

if it refuses to allow reasonable access, or refuses to permit Defendant's employees, representatives, or (if counsel for the Other Impacted Household is present) counsel to scope out the proposed work, or observe such sampling, testing, inspection, or maintenance work so long as Defendant has provided reasonable notice (at least 48 hours in non-emergency circumstances) to the Other Impacted Household.

32. Any Existing Device Household or Other Impacted Household shall have standing to seek this Court's clarification and enforcement of terms of this Consent Order that refer to measures available to an Existing Device Household or Other Impacted Household, or findings related to the conduct of an Existing Device Household or Other Impacted Household.

Testing, Sampling, Inspections and Maintenance

33. Any testing, sampling, inspections, or device maintenance to be done pursuant to this Consent Order shall be done by representatives of Defendant's choosing. Further, any testing, sampling, inspections, or device maintenance to be done pursuant to this Consent Order at a residential household ("Household") also shall be subject to the following requirements of these Sections III.F.33 and 34. Identities of any individuals who will be conducting, or be present, for any testing, sampling, inspections, or device maintenance activities shall, upon reasonable request, be provided to the Household's owner or their counsel prior to sampling. Representatives and (if counsel for the Household's owner is present) counsel from Defendant and Plaintiff may be present for any testing, sampling, inspections, or device maintenance activities. Representatives and counsel for the Household's owner, may also be present for any testing, sampling, inspections, or device maintenance activities, but only on their own property/at their own household, and, in the case of counsel, with reasonable notice (at least 48 hours in non-emergency circumstances) of counsel's intent to be present.

a. Unless otherwise agreed by Defendant and the Household's owner, any regular testing or sampling should occur on an agreed date between the first Monday and Wednesday of the regular schedule interval (*i.e.* yearly, quarterly, or monthly).

b. Sampling or testing results will be provided to the Household's owner by Defendant within a reasonable period of time after Defendant receives final results of the testing or sampling.

c. No Household owner shall be responsible for paying any fees or charges related to sampling or testing required by this Consent Order.

34. Pursuant to the approved GMZ, Plaintiff and Defendant have agreed upon a groundwater monitoring network (*see* Nos. 2 - 5 of the Summary of Sampling Frequencies and Analytical Suites for Gas Relief Wells, Monitoring Wells, and Water Supply Wells (attached as Exhibit 7 to Attachment A)) for which Defendant shall monitor for methane levels, provided Defendant obtains reasonable access to any such wells owned by third parties. Defendant shall perform testing of Monitoring Wells in accordance with the terms of the approved GMZ. Within thirty (30) days of receipt of all final validated test results, Defendant shall provide to Plaintiff copies of all test results, and, to any owner of a well owned by a third party, copies of test results for the well(s) the third party owns. Defendant's personnel shall take all samples for dissolved methane using Isotech Flasks and submit to Isotech Laboratories, Inc. for analysis. Alternate methods and laboratories for dissolved methane analysis may be used by mutual written agreement of Defendant and Plaintiff. Nothing contained within this Section III.F.34 will obligate Defendant to consent or otherwise agree to conditions or limitations to testing protocols requested by any Household owner. In the event any Household owner refuses or places conditions that Plaintiff and Defendant agree are unreasonable on Defendant's access to a private well for testing, Defendant shall promptly submit to Plaintiff an alternative private well for review and approval.

In addition to the other requirements of this Section III.F.34, Defendant shall continue to test, on a monthly basis, at any Household at which it has caused a Device to be installed for pre-and post-treatment levels of methane, fecal coliform, E. coli, and, if used by the Device, chlorine. Plaintiff reserves the right to seek testing of additional wells as it deems necessary. In the event any Household owner with a Device refuses or places conditions that prevent Defendant from reasonable access for testing, Defendant shall promptly notify Plaintiff and cease testing at that residence until access is granted and/or the issue of access is resolved. Except as provided in Section III.F.35, Defendant's obligations under this Section III.F.34 will end with completion of post corrective action monitoring consistent with Sections III.F.17 through III.F.20.

35. Upon completion of post corrective action monitoring consistent with Sections III.F.17 through III.D.20, Defendant shall continue to provide relief to any remaining Existing Device Household or Other Impacted Household as set forth in this Section III.F.35. For any such Household, Defendant shall: (i) conduct annual water sampling consistent with Section III.F.34; (ii) maintain a Monitoring Device as would otherwise be required by Sections III.F.23 and III.F.29 but for the completion of post corrective action monitoring; and (iii) arrange for an annual service visit by an IDPH-registered plumbing professional to any Household at which Defendant has caused a Device to be installed. As provided in Sections III.F.21 and III.F.27, Defendant may notify Plaintiff in writing, pursuant to Section III.H, if it believes any Existing Device Household or Other Impacted Household should no longer hold that status and, upon Plaintiff's written concurrence, may discontinue providing relief as set forth in this Section III.F.35. Within thirty (30) days of Plaintiff's concurrence in writing that an Existing Device Household or Other Impacted Household no longer holds that status, Defendant shall offer, to any such Household at which Defendant has caused the installation of a Device, removal of the Device through an IDPH-

registered plumbing contractor.

36. This Court shall retain jurisdiction to resolve any disputes between Plaintiff, Defendant, and any homeowner-Intervenor over access/right of entry to private property for purposes of complying with this Order.

G. Enforcement and Modification of Consent Order

1. This Consent Order is a binding and enforceable order of this Court. This Court shall retain jurisdiction of this matter and shall consider any motion by any party for the purposes of interpreting and enforcing the terms and conditions of this Consent Order. The Defendant agrees that notice of any subsequent proceeding to enforce this Consent Order may be made by mail and waives any requirement of service of process.

2. The Parties to the Consent Order may, by mutual written consent, extend any compliance dates or modify the terms of this Consent Order without leave of this Court. A request for any modification shall be made in writing and submitted to the designated representatives. Any such request shall be made by separate document, and shall not be submitted within any other report or submittal required by this Consent Order. Any such agreed modification shall be in writing and signed by authorized representatives of each party, for filing and incorporation by reference into this Consent Order.

H. Notice and Submittals

Except for payments, the submittal of any notice, reports or other documents required under this Consent Order, shall be delivered to the following designated representatives:

FOR PLAINTIFF

Natalie Long
Assistant Attorney General

Illinois Attorney General's Office
500 South Second Street
Springfield, Illinois 62701
(217) 782-9031
natalie.long@ilag.gov

Javonna Ackerman
Legal Counsel
Illinois Department of Natural Resources
One Natural Resources Way
Springfield, Illinois 62702-1271
(217) 782-1809
javonna.ackerman@illinois.gov

Amanda Kimmel
Anupama Paruchuri
Assistant Counsels
Division of Legal Counsel
Illinois Environmental Protection Agency
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anupama.paruchuri@illinois.gov

Michael Brown
Division Manager
Division of Public Water Supplies
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michael.l.brown@illinois.gov

Michael Summers
Groundwater Section Manager
Division of Public Water Supplies
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Post Office Box 19276
Springfield, Illinois 62794-9276
michael.summers@illinois.gov

FOR DEFENDANT

Office of the General Counsel
WEC Energy Group, Inc.
231 West Michigan Street
Milwaukee, Wisconsin 53203
(414) 221-4626
peggy.kelsey@wecenergygroup.com

Edward Casmere
Riley Safer Holmes & Cancila LLP
70 W. Madison Street
Chicago, Illinois 60602
(312) 471-8775
ecasmere@rshc-law.com

I. Release from Liability

In consideration of the Defendant's payment of \$175,000 in civil penalties, its payment pursuant to the Illinois DNR Oil and Gas Program Project, and its payment pursuant to the Prairie Research Institute Project, its completion of all activities required by Section III.F above, and its commitment to cease and desist as contained in Section III.F.3 above, the Plaintiff releases, waives and discharges the Defendant from any further liability or penalties for the violations of the Environmental Protection Act and Board Regulations; the Oil and Gas Act and Oil and Gas Regulations; and the Plumbing Code that were alleged in Section I.B, above. The Plaintiff reserves, and this Consent Order is without prejudice to, all rights of the State of Illinois against the Defendant with respect to all other matters, including but not limited to the following:

- a. criminal liability;
- b. liability for future violations;
- c. liability for natural resources damage arising out of the alleged violations; and
- d. the Defendant's failure to satisfy the requirements of this Consent Order.

Nothing in this Consent Order is intended as an admission, 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 (2020), other than the Defendant.

J. Dispute Resolution

1. Except as provided herein, the Parties to the Consent Order may seek to informally resolve disputes arising under this Consent Order, including but not limited to the Illinois EPA's decision regarding appropriate or necessary response activity, approval or denial of any report, plan or remediation objective, or the Plaintiff's rejection of a request for modification or termination of the Consent Order. The Plaintiff reserves the right to seek enforcement by the Court where the Defendant has failed to satisfy any compliance deadline within this Consent Order. The following are also not subject to the dispute resolution procedures provided by this section: a claim of *force majeure*, a failure to make any required payment, and any circumstances posing a substantial danger to the environment or to the public health or welfare of persons.

2. The dispute resolution procedure must be invoked by a party through a written notice describing the nature of the dispute and the party's position with regard to such dispute. The other party shall acknowledge receipt of the notice and schedule a meeting to discuss the dispute informally not later than fourteen (14) calendar days from the receipt of such notice. These informal negotiations shall be concluded within thirty (30) calendar days from the date of the first meeting between the parties, unless the parties agree, in writing, to shorten or extend this period. The invocation of dispute resolution, in and of itself, shall not excuse compliance with any requirement, obligation or deadline contained herein, and stipulated penalties may be assessed for failure or noncompliance during the period of dispute resolution. As part of the resolution of any

dispute, the Parties to the Consent Order, by agreement or by order of this Court, may extend or modify the schedule for completion of work under this Consent Order to account for the delay in the work that occurred as a result of dispute resolution.

3. In the event that the parties are unable to reach agreement during the informal negotiation period, the Plaintiff shall provide the Defendant with a written summary of its position regarding the dispute. The position advanced by the Plaintiff shall be considered binding unless, within twenty (20) calendar days of the Defendant's receipt of the written summary of the Plaintiff's position, the Defendant files a petition with this Court seeking judicial resolution of the dispute. The Plaintiff shall respond to the petition by filing the administrative record of the dispute and any argument responsive to the petition within twenty (20) calendar days of service of Defendant's petition. The administrative record of the dispute shall include the written notice of the dispute, any responsive submittals, the Plaintiff's written summary of its position, the Defendant's petition before the Court and the Plaintiff's response to the petition. The Plaintiff's position shall be affirmed unless, based upon the administrative record, it is against the manifest weight of the evidence.

K. Force Majeure

1. *Force majeure* is an event arising solely beyond the control of the Defendant, which prevents the timely performance of any of the requirements of this Consent Order and shall include, but is not limited to, events such as floods, fires, tornadoes, health epidemics or pandemics, other natural disasters, and labor disputes beyond the reasonable control of the Defendant. An increase in costs associated with implementing any requirement of this Consent Order shall not, by itself, excuse the Defendant for a failure to comply with such a requirement.

2. When a *force majeure* event occurs which causes or may cause a delay in the performance of any of the requirements of this Consent Order, the Defendant shall orally notify Illinois EPA employee Michael Summers at 217-557-8086 within forty-eight (48) hours of the occurrence. Written notice shall be given to the representatives of Plaintiff listed in Section III.H as soon as practicable, but no later than ten (10) calendar days after the claimed occurrence. This section shall be of no effect as to the particular event involved if the Defendant fails to comply with these notice requirements.

3. Within ten (10) calendar days of receipt of any written *force majeure* notice, the Plaintiff shall respond in writing regarding the Defendant's claim of a delay or impediment to performance. If the Plaintiff agrees that the delay or impediment to performance has been or will be caused by circumstances beyond the control of the Defendant and that the Defendant could not have prevented the delay by the exercise of due diligence, the parties shall stipulate to an extension of the required deadline(s) for all requirement(s) affected by the delay, by a period equivalent to the delay actually caused by such circumstances. Such stipulation may be filed as a modification to this Consent Order. The Defendant shall not be liable for stipulated penalties for the period of any such stipulated extension.

4. If the Plaintiff does not accept the Defendant's claim of a *force majeure* event, the Defendant must file a petition with the Court within twenty (20) calendar days of receipt of the Plaintiff's determination in order to contest the imposition of stipulated penalties. The Plaintiff shall have twenty (20) calendar days to file its response to said petition. The burden of proof of establishing that a *force majeure* event prevented the timely performance shall be upon the Defendant. If this Court determines that the delay or impediment to performance has been or will be caused by circumstances solely beyond the control of the Defendant and that the Defendant

could not have prevented the delay by the exercise of due diligence, the Defendant shall be excused as to that event (including any imposition of stipulated penalties), for all requirements affected by the delay, for a period of time equivalent to the delay or such other period as may be determined by this Court.

L. Execution and Entry of Consent Order

This Consent Order shall become effective only when executed by all Parties to the Consent Order and entered by the Court. This Consent Order 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 each party certify that they are fully authorized by the party whom they represent to enter into the terms and conditions of this Consent Order and to legally bind them to it.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]


WHEREFORE, the parties, by their representatives, enter into this Consent Order and submit it to this Court that it may be approved and entered.

AGREED:

FOR THE PLAINTIFF:

PEOPLE OF THE STATE OF ILLINOIS
ex rel. KWAME RAOUL
Attorney General of the
State of Illinois


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

BY: 
ANDREW B. ARMSTRONG, Chief
Assistant Attorney General
Environmental Bureau

DATE: 06/21/2022

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

JOHN J. KIM, Director
Illinois Environmental Protection Agency

BY: 
CHARLES W. GUNNARSON
Chief Legal Counsel

DATE: 6/16/22

ILLINOIS DEPARTMENT OF NATURAL
RESOURCES

COLLEEN CALLAHAN, Director
Illinois Department of Natural Resources

BY: _____
RENEE SNOW
Chief Legal Counsel

DATE: _____

FOR THE DEFENDANT:

PEOPLES GAS LIGHT AND COKE
COMPANY

BY: _____

DATE: _____

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ex rel. KWAME RAOUL
Attorney General of the
State of Illinois

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

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

JOHN J. KIM, Director
Illinois Environmental Protection Agency

BY: _____
ANDREW B. ARMSTRONG, Chief
Assistant Attorney General
Environmental Bureau


BY: _____
CHARLES W. GUNNARSON
Chief Legal Counsel

DATE: _____

DATE: _____

ILLINOIS DEPARTMENT OF
NATURAL RESOURCES

COLLEEN CALLAHAN, Director
Illinois Department of Natural Resources

BY: 
RENEE SNOW
Chief Legal Counsel

FOR THE DEFENDANT:

PEOPLES GAS LIGHT AND COKE
COMPANY

BY: _____

DATE: _____

DATE: 6/16/2022

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PEOPLE OF THE STATE OF ILLINOIS
ex rel. KWAME RAOUL
Attorney General of the
State of Illinois

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

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

JOHN J. KIM, Director
Illinois Environmental Protection Agency

BY: _____
ANDREW B. ARMSTRONG, Chief
Assistant Attorney General
Environmental Bureau

BY: _____
CHARLES W. GUNNARSON
Chief Legal Counsel

DATE: _____

DATE: _____

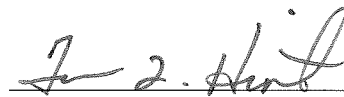
ILLINOIS DEPARTMENT OF
NATURAL RESOURCES

COLLEEN CALLAHAN, Director
Illinois Department of Natural Resources

BY: _____
RENEE SNOW
Chief Legal Counsel

FOR THE DEFENDANT:

PEOPLES GAS LIGHT AND COKE
COMPANY

BY:  _____
Torrence L. Hinton, President

DATE: 15 - June - 2022

DATE: _____

ILLINOIS DEPARTMENT OF PUBLIC
HEALTH

AMAAL TOKARS, PhD, Acting Director
Illinois Department of Public Health

BY: *Rukhaya Ali Khan*
RUKHAYA ALIKHAN
General Counsel

DATE: June 16, 2022

Brett O. Lindsted
BRET O LINDSTED

JUDGE
6/28/2022
DATE: _____