

IN THE CIRCUIT COURT FOR THE THIRTEENTH JUDICIAL CIRCUIT
LASALLE COUNTY, ILLINOIS

PEOPLE OF THE STATE OF ILLINOIS *ex rel.*)
LISA MADIGAN, Attorney General of the State)
of Illinois,)

Plaintiff,)

v.)

WEDRON SILICA CORPORATION , an Ohio)
corporation,)

Defendant.)

FILED
JUL 17 2012

Joseph M. Carter
LA SALLE COUNTY CIRCUIT CLERK
THIRTEENTH JUDICIAL CIRCUIT OF ILLINOIS

No. 2010 CH 172

CONSENT ORDER

Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* LISA MADIGAN, Attorney General of the State of Illinois, the Illinois Environmental Protection Agency (“Illinois EPA”), and Defendant, WEDRON SILICA COMPANY, sued herein as Wedron Silica Corporation, (collectively “Parties to the Consent Order”) have agreed to the making of this Consent Order and submit it to this Court for approval.

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 violations of the Illinois Environmental Protection Act (“Act”), 415 ILCS 5/1 *et seq.* (2010), and the Illinois Pollution Control Board (“Board”) Regulations, alleged in the

Complaint 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. Parties

1. On April 1, 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 42(d) and (e) of the Act, 415 ILCS 5/42(d) and (e) (2010), against the Defendant.

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 (2010).

3. At all times relevant to the Complaint, Defendant WEDRON SILICA COMPANY, sued herein as Wedron Silica Corporation (“Defendant” or “Wedron Silica”) was and is an Ohio corporation that is authorized to transact business in the State of Illinois and owned and operated an active sand mining and processing facility located directly south and southwest of the town of Wedron, LaSalle County, (“facility” or “site”). The legal description of the portion of the site relevant to this proceeding is Dayton Township, Sections 9 and 16, Township 34N, Range 4E, 3rd Principal Meridian.

B. Allegations of Non-Compliance

Plaintiff contends that the Defendant has violated the following provisions of the Act and Board Regulations:

Count I: Water Pollution, in violation of Section 12(a) of the Act, 415 ILCS 5/12(a) (2010); and

Count II: Violation of NPDES Effluent Standards, in violation of Section 12(f) of the Act, 415 ILCS 5/12(f) (2010), and Sections 304.141(a) and

309.102(a) of the Board Water Pollution Regulations, 35 Ill. Adm. Code 304.141(a) and 309.102(a).

C. Non-Admission of Violations

The Defendant represents that it 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 the allegations of violation within the Complaint and referenced above, and this Consent Order shall not be interpreted as including such admission.

D. Compliance Activities to Date

The Defendant has taken steps to address the elevated total suspended solids reported from the facility's permitted discharge points. This work included implementing internal procedures to eliminate future improper sampling methods and/or sample handling by assigning to the Defendant's Regional Environmental Health and Safety Manager the responsibility for collection of discharge samples from all NPDES permitted discharge points at the site and sample collection training of any site personnel that may be tasked with collecting water discharge samples, or with assisting in the sampling efforts.

The Defendant also implemented physical modifications to Pit #6 water management facilities, the discharge structures for Outfall 004, and associated piping to improve the treatment capacity of storage Pit #6 by increasing the amount of time that stored waters remain in the storage basin and increasing the volume of the permanent pool.

After being made aware in April 2010 of certain concerns about storm water management identified during an Illinois EPA inspection, the Defendant took steps to address those storm

water management concerns. Those actions included implementation of a training program for the facility personnel as to the impact of sand spillage issues and the need for timely cleanup. The Defendant had already deployed a street sweeper to paved areas where spills and trackout occurs within the facility boundaries. After April 2010, the Defendant licensed the street sweeper for travel onto public roadways in the vicinity of the sand processing plant to address trackout that occurs outside the facility boundaries. In addition, the Defendant installed a catch basin up-gradient of a culvert located adjacent to the Fox River that had been found to contain sand. The catch basin was installed to capture and collect sand carried by storm water runoff and prevent sand from being washed into the culvert.

II. APPLICABILITY

This Consent Order shall apply to and be binding upon the Parties to the Consent Order. The Defendant waives as a defense to any enforcement action taken 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. This Consent Order may be used against the Defendant in any subsequent enforcement action or permit proceeding as proof of a past adjudication of violation of the Act and the Board Regulations for all violations alleged in the Complaint in this matter, for purposes of Sections 39 and 42 of the Act, 415 ILCS 5/39 and 42 (2010).

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 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. Penalty

The Defendant shall pay a civil penalty of Thirty-Two Thousand Dollars (\$32,000.00). Payment shall be tendered at time of entry of the Consent Order.

B. Stipulated Penalties, Interest and Default

1. If the Defendant fails to complete any activity or fails to comply with any response or reporting requirement by the date specified in this Consent Order, the Defendant shall provide notice to the Plaintiff of each failure to comply with this Consent Order and shall pay stipulated penalties in the amount of \$200.00 per day until such time that compliance is achieved. The Plaintiff may make a demand for stipulated penalties upon the Defendant for its noncompliance with this Consent Order. However, failure by the Plaintiff to make this demand shall not relieve the Defendant of the obligation to pay stipulated penalties. All stipulated penalties shall be payable within thirty (30) calendar days of the date the Defendant knows or should have known of its noncompliance with any provision of this Consent Order.

2. If the Defendant fails to make any payment required by this Consent Order on or before the date upon which the payment is due, the Defendant 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 Plaintiff 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 Defendant 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 Plaintiff 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 Consent Order.

C. Payment Procedures

All payments required by this Consent Order 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, IL 62794-9276

The name, case number and the Defendant's federal tax identification number shall appear on the face of the certified check or money order. A copy of the certified check or money order and any transmittal letter shall be sent to:

Thomas H. Shepherd
Environmental Bureau
Illinois Attorney General's Office

69 W. Washington Street, Suite 1800
Chicago, Illinois 60602

D. Future Compliance

1. 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 Defendant's facility which is the subject of this Consent Order, 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 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 Act and the Board Regulations.

3. The Defendant shall cease and desist from future violations of the Act and Board Regulations that were the subject matter of the Complaint.

E. Supplemental Environmental Projects

1. In order to promote the goals of the Act to restore, protect and enhance the quality of the environment, the Defendant shall perform two supplemental environmental projects ("SEPs") with a combined value of Fifty-One Thousand and Five Hundred Dollars (\$51,500.00) that will partially offset penalties sought by the Plaintiff in this matter. The Parties to the Consent Order agree that the SEPs shall consist of the following:

- a. **SEP #1 - Use of a large water storage basin known as Pit #1 as primary treatment of Total Suspended Solids from storm water runoff, water seepage, and wash water from active mining areas and operations.**

Value: This SEP is valued at Thirty-One Thousand and Five Hundred dollars (\$31,500.00).

Description: This SEP is designed to improve the treatment of total suspended solids ("TSS") and other contaminants found in storm water runoff, seepage water, and wash water generated as a result of the active mining and processing operations at the facility.

Treatment of TSS and other contaminants in those collected waters shall be improved by using the existing water storage impoundment, known as Pit #1, as the primary treatment facility using the technology of sedimentation by gravity settling. Storm water runoff, seepage water, and wash water from the active mining areas are currently routed to the existing Pit #6 settling basin and discharged through Outfall 004, as identified in Wedron Silica's NPDES Permit No. IL0001759. With implementation of the proposed SEP, those waters shall be routed to the much larger Pit #1 settling basin for enhanced treatment prior to discharge via existing NPDES Permit Outfall 002 into Buck Creek. Pit #6 on the site shall be used as an intermediate storage basin before the collected waters are pumped to the larger Pit #1. The current routine discharges from Pit #6 via Outfall 004 shall be significantly reduced from high-volume daily discharges to an intermittent or low-volume usage.

Prior to performing the SEP, the Defendant shall confer with the Illinois EPA's Division of Water Pollution Control Permits Section to determine if any permits are needed for implementation of the SEP at the site. The Defendant shall obtain any necessary permits from the Illinois EPA prior to implementation of the SEP.

The Defendant shall complete construction and place into operation the SEP no later than October 1, 2012. The Defendant shall install the system necessary to convey storm water runoff, seepage waters, and wash waters collected from the active mining operations at Mining Pit #7 to the Pit #1 settling basin for enhanced treatment of TSS and other contaminants. The system associated with this SEP shall include, but is not limited to the installation of high head/capacity pump(s); approximately 9,000 linear feet of pump piping with associated fittings; and electrical components needed for the pump power and control systems.

Within thirty (30) days after the completion of construction and placement into operation of the SEP, the Defendant shall submit a project completion report, including a summary of all expenditures, to the contact persons identified in Section III.I for review and confirmation that the SEP was performed pursuant to this Order. The project completion report shall include the following certification by a responsible corporate official of the Defendant:

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.

The Defendant shall maintain placement and operation of the SEP, as described above in this section, through at least December 31, 2017.

In the event that the SEP is not timely completed and placed into operation, the Defendant shall pay the settlement value of the SEP (\$31,500.00) as an additional penalty pursuant to the procedures of Section III.C no later than the date by which the SEP should have been completed. A copy of the check and the transmittal letter shall be sent to:

Thomas H. Shepherd
Environmental Bureau
Illinois Attorney General's Office
69 W. Washington Street, Suite 1800
Chicago, Illinois 60602

b. SEP #2 – Supplemental funding of a reforestation project for Camp Tuckabatchee located in the Fox River watershed.

Value: This SEP is valued at Twenty Thousand Dollars (\$20,000.00).

Description: Camp Tuckabatchee (“Camp”), a not-for-profit summer youth camp, has requested funding to assist in implementing a reforestation project on Camp property that is located in the Fox River watershed. The Camp is implementing a long-range reforestation program to return approximately 80 acres of former cropped farmland to hardwood forest in the Fox River watershed and to create an additional area for the Camp to utilize. A description of the reforestation project is attached to and incorporated by reference into this Consent Order as Attachment 1. The Defendant shall pay a total of Twenty Thousand Dollars (\$20,000.00) to provide supplemental funding for the reforestation project.

Within thirty (30) days after the date of entry of this Consent Order, the Defendant shall deposit the Twenty Thousand Dollars (\$20,000.00) in an escrow account and the funds shall be used to pay for the following: (i) development of a forestry planting and management plan (“Reforestation Plan”) for the reforestation; and (ii) to purchase, plant, fertilize, water, and maintain tree stock (seedlings). Expenditures from the escrow account will take place over an approximate two (2) year period with tree stock plantings targeted to occur during the spring or fall seasons of 2012 and 2013, consistent with the Reforestation Plan. The Defendant shall release the funds in escrow for project-related expenses during the course of the reforestation project upon the demand for payment by the Camp and receipt of documentation of expenditures to be made.

Within thirty (30) days after deposit of the Twenty Thousand Dollars (\$20,000.00) into the escrow account the Defendant shall send evidence of the deposit by first class mail to the following:

Ms. Kelly Bunnell, Executive Director
Camp Tuckabatchee
1973 N. 35th Road
Ottawa, IL 61350
815-433-2984
e-mail tuckabatchee@ivnet.com

Chuck Corley
Bureau of Water
Illinois EPA
4302 North Main Street
Rockford, Illinois 61103

Thomas H. Shepherd
Environmental Bureau
Illinois Attorney General's Office
69 W. Washington Street, Suite 1800
Chicago, Illinois 60602

By July 1, 2012, Defendant shall submit to the Illinois EPA a copy of the Reforestation Plan. The Reforestation Plan shall be prepared with input from the Executive Director of the Camp and the District Forrester for the Illinois Department of Natural Resources. Costs for development of the Reforestation Plan shall be paid from the \$20,000.00 funds deposited by the Defendant into the escrow account, and said costs shall not exceed Three Thousand Dollars (\$3,000.00).

On August 1, 2012, November 1, 2012, February 1, 2013, and May 1, 2013, and the corresponding months for the following years until the \$20,000 in escrow is expended, the Defendant shall submit Quarterly Progress reports containing a description of the reforestation project as implemented by the Camp and attaching records evidencing the Camp's expenditures in implementing the reforestation project paid from the escrow account during the previous calendar quarter. The progress reports shall be provided to the contact persons identified in Section III.I for review and confirmation of satisfactory completion of the SEP pursuant to this Order.

2. By signature on this Consent Order, the Defendant certifies that, as of the date of entry of this Order, it is not required to perform or develop the foregoing SEPs by any federal, state or local law or regulation, nor is it required to perform or develop the SEPs by agreement or injunctive relief in any other case. The Defendant further certifies that it has not received, and is not presently negotiating to receive credit for, the SEPs in any other enforcement action.

3. Any public statement, oral or written, in print, film or other media, made by the Defendant 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 and regulations promulgated thereunder.”

F. *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, 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 the Illinois EPA (Chuck Corley (815) 987-7760) within forty-eight (48) hours of the occurrence. Written notice shall be given to the Plaintiff 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.

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. 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.

I. 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:

As to the Plaintiff

Thomas H. Shepherd
Assistant Attorney General
Environmental Bureau
69 W Washington Street, 18th Floor
Chicago, Illinois 60602

Charles W. Gunnarson
Assistant Counsel – Division of Legal Counsel
Illinois EPA
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

Chuck Corley
Bureau of Water
Illinois EPA
4302 North Main Street
Rockford, Illinois 61103

As to the Defendant

David Crandall,
Vice President and General Counsel
Fairmount Minerals, Ltd.
PO Box 87
11833 Ravenna Road,
Chardon, OH 44024

James Vaccari
Illinois Regional Manager
Fairmount Minerals, Ltd.
P.O. Box 119
Wedron, IL 60557

Michael Melton
Illinois Region Environmental, Health and Safety Manager
Fairmount Minerals, Ltd.
P.O. Box 119
Wedron, IL 60557

Jon S. Faletto
Hinshaw & Culbertson LLP
416 Main Street - 6th Floor
Peoria, IL 61602

J. Release from Liability

In consideration of the Defendant's payment of a \$32,000.00 penalty, its commitment to cease and desist as contained in Section III.D.3. above, and its performance of the SEPs as contained in Section III.E. above the Plaintiff releases, waives and discharges the Defendant from any further liability or penalties for the violations of the Act and Board Regulations that were the subject matter of the Complaint herein. The release set forth above does not extend to any matters other than those expressly specified in Plaintiff's Complaint filed on April 1, 2010. 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 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 (2010), other than the Defendant.

L. Execution and Entry of Consent Order

This Order shall become effective only when executed by all Parties to the Consent Order and the Court. This 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.

(Remainder of Page Intentionally Blank. Signature Page Follows Immediately.)

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. LISA MADIGAN,
Attorney General of the State of Illinois

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

BY: Matthew J. Dunn
Matthew J. Dunn, Chief

DATE: 6/22/12

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

BY: [Signature]
JOHN J. KIM
Interim Director

DATE: 6/15/12

FOR THE DEFENDANT:

WEDRON SILICA COMPANY, sued herein
as Wedron Silica Corporation

BY: _____

Its _____

DATE:

ENTERED:

[Signature]
JUDGE

DATE: 7/17/12

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. LISA MADIGAN,
Attorney General of the State of Illinois

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

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

BY: _____
JOHN J. KIM
Interim Director

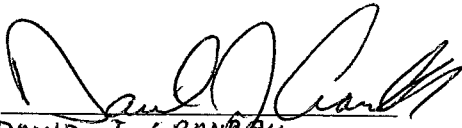
BY: _____
Matthew J. Dunn, Chief

DATE: _____

DATE: _____

FOR THE DEFENDANT:

WEDRON SILICA COMPANY, sued herein
as Wedron Silica Corporation

BY: 
DAVID J. CRANFORD
Its Vice President, General
Counsel + Secretary

DATE: May 23, 2012

ENTERED:

JUDGE

DATE: