

**OFFICIAL PROCEEDINGS OF THE  
WASHINGTON COUNTY BOARD  
SPECIAL MEETING**

**JUNE 26, 2012**

The special meeting of the Washington County Board convened at the Courthouse in Nashville, Illinois on June 26, 2012 for the purpose of transacting county business that might come before the board.

Present and presiding were Chairman David Meyer and Thomas Ganz, County Clerk & Clerk of the board.

Others present were Bob Gilpin, Matt Hartenstein, Travis Volz, Julie Kozuszek, Charlie Parker, Gary Malawy, Dale Wojtkowski, Mitch Burdick, Ashley Kean, Tom Speedie, Kathy Andrea, Betsey Sinser, Dab Stricker, Jason Silbey, James Van Winkel and a number of residents from the Lively Grove area.

Following the Lord's Prayer and the Pledge of Allegiance, Chairman Meyer called the meeting of the Washington County Board to order at 7:03pm.

Roll call was taken by Clerk Ganz with 13 members present and 1 absent. Those present were Lisk, Suedmeyer, Evans, Kurwicki, Hohlt, Spenner, Riechmann, Shubert, Meier, Maschhoff, Gill, Schorfheide and Meyer. Ruggles was absent.

Chairman Meyer called on Dale Wojtkowski to address the board. Wojtkowski presented petitions signed by 63 people in the area of Prairie State urging the Washington County Board to reject the request by the Prairie State coal plant to build a new coal ash disposal facility. (The petitions are on file in the office of the Washington County Clerk.)

Suedmeyer made a motion to go into executive session according to Sec. 2(C)(11) litigation and 2(C)(6) sale or lease of county property. A second to the motion was made by Gill. Roll call vote was taken with 12 ayes and 0 nays. Motion carried. The board entered executive session at 7:30pm.

The board returned to regular session at 8:20pm.

A motion was made by Gill and seconded by Maschhoff to accept **ORDINANCE #2012-05 an ordinance amending Chapter 32, Section 32-3-1 of the Washington County, Illinois Revised Code.** (See Exhibit A) Roll call vote was taken with 12 ayes and 0 nays. Motion carried.

**A Hosting Agreement between Washington County and Prairie State Generating Company, LLC** was presented to the board for approval. A motion was made by Suedmeyer and seconded by Hohlt to accept the agreement as presented. **(See Exhibit B)** Riechmann called for a roll call vote. Roll call vote was taken with 12 ayes and 0 nays. Motion carried.

**Road & Bridge Committee** – Riechmann on behalf of the Road & Bridge Committee made a motion that the Road and Bridge Committee in conjunction with the County Engineer will meet annually with the Washington County Finance Committee to discuss the Highway Department improvement and maintenance needs for the county roads impacted in and around Lively Grove township; and that the Finance Committee will direct those funds deemed necessary and beneficial to Washington County to be transferred to the Highway Department to complete the new road and bridge improvements and any necessary maintenance. A second to the motion was made by Kurwicki. Motion carried.

A resolution was presented to the board giving permission to Power Holdings of Illinois to assign their option on the county coal reserve to Alliance Resource Properties, LLC. The county will receive \$45,000 per month this year and if the lease continues into next year the county will receive \$50,000 per month. **(See Exhibit C)** A motion was made by Riechmann and seconded by Lisk to accept the resolution as presented. Motion carried.

Charlie Meier asked that the board send a letter of support for BCMW Community Services to keep the Head Start Program open in our area. A motion was made by Schorfheide and seconded by Meier to do so. Motion carried.

A motion was made by Spenner and seconded by Gill to adjourn. Motion carried. The Special Meeting of the Washington County Board adjourned at 8:55pm.

Thomas Ganz

County Clerk & Clerk of the Board

**ORDINANCE NO 2012- 05**

EXECUTION VERSION

**AN ORDINANCE AMENDING CHAPTER 32, SECTION 32-3-1  
OF THE WASHINGTON COUNTY, ILLINOIS REVISED CODE**

WHEREAS, the County Board of Washington County, Illinois has adopted Chapter 32 of the Washington County, Illinois Revised Code; and,

WHEREAS, the County Board of Washington County, Illinois has determined that in order to protect and conserve the health, safety and welfare of the citizens of Washington County, Illinois, it is necessary to amend Section 32-3-1 to require industries that generate coal combustion wastes from controlled combustion of coal, which dispose of such coal combustion wastes on real property owned by such industries, comply with certain licensing and standards set forth herein, and in order to insure and provide for the long term health, safety and welfare of the citizens and property within the County, to provide for a reasonable Hosting Agreement for the payment of reasonable fees in connection therewith.

**NOW THEREFORE, IT IS HEREBY ORDAINED BY THE COUNTY BOARD  
OF WASHINGTON COUNTY, ILLINOIS THAT:**

1. The legislative findings made in the prefatory portion of this Ordinance are hereby adopted.
2. Chapter 32, Section 32-3-1 of the Revised Code of Washington County, Illinois is hereby amended and restated in its entirety as follows:

“32-3-1: License, Application, and Fees.

- (A) Definitions: For purposes of this Section 32-3-1, the following definitions shall apply:
- a. “Act” shall mean the Illinois Environmental Protection Act, 415 ILCS 5, as amended from time to time.
  - b. “Coal Combustion Facility” shall mean a facility wholly located within the County which burns coal and materials mixed with the in a controlled or closed container, coal fired boilers or fluidized coal bed boilers designed to generate more than 340 MMBTU per hour from a controlled combustion of coal.
  - c. “Coal Combustion Monofill” means a solid waste disposal facility designed and operated for the exclusive purpose of disposing of coal combustion waste, coal combustion water treatment waste, and coal refuse, and/or disposing of Poz-O-Tec materials that have been generated from a single facility, where the facility generating such Coal Combustion Waste is adjacent and contiguous to, and owned or operated, by the same person or company that owns and operates the Coal Combustion Monofill; provided, however that the owner of the Coal Combustion Monofill may contract with third parties to provide for

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services associated with the construction, operation and maintenance of the Coal Combustion Monofill.

- d. "Coal Combustion Waste" means flue gas desulfurization (FGD) sludges, clinkers, and solid waste produced by the combustion of coal and materials mixed with the coal, and waste water generated as part of the coal combustion process or as part of the treatment of coal combustion waste, including waste defined by 415 ILCS 5/3.140, in a controlled or closed container, coal fired boilers or fluidized bed boilers designed to generate more than 340 MMBTU per hour from a controlled combustion of coal.
- e. "Coal combustion water treatment waste" means waste water generated from the coal combustion process or treatment of coal combustion waste or FGD.
- f. "Coal refuse" shall mean waste products produced from mining, breaking, refining and preparing the coal for combustion, , including reject material, carbon fines and rock dust produced by a coal mine adjacent to the Coal Combustion Facility as permitted for disposal by 35 IAC 811.
- g. "Closed loop, zero-discharge facility" shall mean a Coal Combustion Monofill facility designed so that there shall be no discharge of leachate or process wastewater pollutants, or coal combustion waste or coal combustion waste water into the waters of the United States, or onto lands, creeks, streams, non-navigable bodies of water or other real property adjacent to or within one mile of the exterior perimeter of the Coal Combustion Monofill.
- h. "Hazardous wastes" means all waste within the provisions and definition of 35 IAC 809.103.
- i. "Hosting Agreement" means that agreement entered into by the County and an industry as set forth in Section 2(D)(f).
- j. "IAC" means the Illinois Administrative Code as amended from time to time.
- k. "IEPA" means the Illinois Environmental Protection Agency.
- l. "Industry" means a company, consortium, joint venture or other entity engaged in the production of electrical energy for transmission into the mid-west electric grid through coal fired steam generating boilers and related facilities located within the County.
- m. "Monofill" means a solid waste disposal facility designed and/or permitted to handle and dispose of a single type of solid waste.
- n. "MMBTU" means one million British Thermal Units (BTU).
- o. "Non-coal mining wastes" include all wastes within the definition of 62 IAC 1816.89 and 62 IAC 1817.89, including but not limited to, grease, lubricants,

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paints, flammable liquids, garbage, abandoned mining machinery, timber, and other combustible materials generated during underground mining activities.

- p. "Poz-O-Tec materials" means materials produced by a stabilization process patented by Conversion Systems, Inc. utilizing flue gas desulfurization (FGD) sludges and ash produced by coal combustion power generation facilities as raw materials, or as otherwise defined by 35 IAC 810.103.

(B) Generally. Except as authorized by this Ordinance, or by another ordinance adopted by the County, and except for a sanitary landfill operated by a municipality or body politic resident within the county as to a site within or outside such municipality or body politic, no person shall operate within the County any landfill, sanitary landfill, solid waste disposal site, land reclamation area, monofill, hazardous waste landfill, or landfill for the disposal or burial of any solid waste, putrescible waste, or hazardous waste, including but not limited to coal combustion waste, coal combustion water treatment waste, mine refuse, non-coal mining waste.

(C) Coal Combustion Monofill Permit: No person shall operate a Coal Combustion Monofill within the County without a permit issued under this Section 32-3-1. Each permit shall be valid for a term of one (1) year from date of issuance, unless otherwise provided for in the Hosting Agreement. Each application shall contain:

- a. Identify the name and address of the legal entity owning the Coal Combustion Monofill, and if the permittee or operator of the Coal Combustion Monofill is not the owner, shall include the name and address of the legal entity operating such Coal Combustion Monofill;
- b. Identify the name and address of the legal entity owning the Coal Combustion Facility, and if the operator of the Coal Combustion Facility is not the owner, shall include the name and address of the operator of the Coal Combustion Facility;
- c. Identify with particularity the legal description of the lands included in the Coal Combustion Monofill;
- d. Identify with particularity the legal description of the lands included in Coal Combustion Facility;
- e. Include a plat or site plan of the proposed Coal Combustion Monofill;
- f. Describe the manner and method of transporting Coal Combustion Waste from the Coal Combustion Facility to the Coal Combustion Monofill;
- g. Include a copy of any application for state or federal permits, including permits under 35 IAC Parts 810, 812 and 815; provided that such permit applications may be submitted in electronic media, CD-ROM, or flash drive;

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- h. In the case of any renewal, provide a copy of all reports filed by the operator or permittee in accordance with 35 IAC 815.303.
- i. The application is accompanied by an initial fee, or annual renewal fee, of Two Thousand Five Hundred Dollars (\$2,500), unless otherwise provided for in the Hosting Agreement.
- j. The application complies with the other applicable requirements of Chapter 32 of the Washington Revised Code.
- k. Unless otherwise provided for in the Hosting Agreement, a permit shall be deemed to be automatically renewed for successive one (1) year terms, provided that such Coal Combustion Monofill is then in compliance with the terms and conditions of the Hosting Agreement entered into between the industry and the County as provided for herein.

(D) Coal Combustion Monofill Operations: Each Coal Combustion Monofill shall be operated in accordance with the following standards:

- a. Unless otherwise permitted by a special use permit issued by the County or by other written agreement executed by the County, no Coal Combustion Waste shall be transported over public highways from the Coal Combustion Facility to the Coal Combustion Monofill.
- b. Only Coal Combustion Waste generated by a Coal Combustion Facility located within the County may be disposed of in a Coal Combustion Monofill licensed under this Section.
- c. The Coal Combustion Facility must be adjacent and contiguous to the Coal Combustion Monofill, or an extension of or closed and permanently sealed section of the Coal Combustion Monofill. For purposes of determining contiguous tracts, the minimum size tract shall be a square ten acres (660 ft. x 660 ft.).
- d. The Coal Combustion Monofill shall be a "closed-loop, zero-discharge facility.
- e. The Coal Combustion Monofill shall be operated in accordance with the applicable requirements of 415 ILCS 5/21, and Title 35 Illinois Administrative Code, Parts 810, 811, 812, 815 and 816, as the same may be amended from time to time, and such federal laws, rules and regulations as may from time to time be applicable to a Coal Combustion Monofill. Provided, that in the event of any amendment to an existing law or regulation applicable to a Coal Combustion Monofill that lessens the permit requirements or reduces the operational standards for such Coal Combustion Monofill, or increases the adverse impacts allowed to properties outside the

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Coal Combustion Monofill, then the more stringent standards in effect at the time the original permit is issued shall remain the standards for the duration of the operation of such Coal Combustion Monofill.

- f. Prior to placing any Coal Combustion Waste into a Coal Combustion Monofill, the owner or permittee of such facility shall: (1) submit a copy of the Initial Facility Report required by the Illinois Environmental Protection Agency under Title 35 Illinois Administrative Code Section 815 (or other required document) to the County, together with all subsequent filings required thereby; and (2) enter into a reasonable Hosting Agreement with the County whereby the industry will pay a reasonable fee to the County for the construction and operation of the Coal Combustion Monofill.
- g. During the term any permit shall be in effect, the operator or permittee shall timely pay to the County such hosting fees as may be negotiated between the owner of the Coal Combustion Monofill and the County.
- h. The County may, but shall not be obligated, to inspect the Coal Combustion Monofill from time to time, or to inspect the books and records of the owner, operator or permittee of the Coal Combustion Monofill with regard to determining compliance with this Section. Notwithstanding any inspection of such facility by the County, or the granting of any permit by the County, or the renewal of any permit by the County, the County shall have no duty, expressed or implied, to inspect, control, supervise, or determine, insure or enforce the compliance of the Coal Combustion Monofill with any applicable law, rule or regulation.
- i. No existing and permitted Monofill shall be expanded beyond its permitted boundaries without an application for a permit to cover the expanded area, and a Hosting Agreement pertaining to such inspection approved by the County.

(E) The approval of the Hosting Agreement by the County Board, and the compliance by the applicant or permittee with the requirements of this Section 32-3-1 shall be the only license, permit or approval required by the County for the construction and operation of the Coal Combustion Monofill by such industry.

3. The passage of this Ordinance shall be inscribed permanently in the records of the proceedings of this public body, and this Ordinance shall be in full force and effect from and after its passage, approval and recording according to law. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage and approval.

4. Ordinance 012-6, adopted February 14, 2012 amending Section 32-7-2(C)(10) of the Sanitary Landfill Code, is hereby repealed.

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AYES: 12

NAYS: 0

ABSENT: 0

APPROVED: June 26, 2012

*David B. Meyer*  
 County Board Chairman  
 Washington County, Illinois

Attest: *Theresa Long*  
 County Clerk, Washington County, Illinois





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**HOSTING AGREEMENT**

**THIS HOSTING AGREEMENT** ("Agreement"), is entered into by and between Washington County, Illinois, a body politic (the "County"), and Prairie State Generating Company, LLC, a Delaware limited liability company ("Company"), and the Prairie State Energy Campus Tenancy in Common Group, consisting of Indiana Municipal Power Agency, Missouri Joint Municipal Electric Utility Commission, Northern Illinois Municipal Power Agency, Prairie Power, Inc., Kentucky Municipal Power Agency, Lively Grove Energy Partners, LLC, AMP 368, LLC, Illinois Municipal Electric Agency, and Southern Illinois Power Cooperative under that certain Participation Agreement dated September 28, 2007 (the "Group"), with the Company and the Group collectively referred to as the "Industry", this \_\_\_\_ day of June, 2012 (the "Effective Date").

**WHEREAS**, the County has adopted an amendment to the Sanitary Landfill Code of the Washington County Revised Code, specifically Section 32-3-1, to provide for and regulate Coal Combustion Monofills (the "Ordinance"), which provides in part:

32-3-1 (D)(f): "Prior to placing any Coal Combustion Waste into a Coal Combustion Monofill, the owner or permittee of such facility shall: (1) submit a copy of the Initial Facility Report required by the Illinois Environmental Protection Agency under Title 35 Illinois Administrative Code Section 815 (or other required document) to the County, together with all subsequent filings required thereby; and (2) enter into a reasonable hosting agreement with the County whereby the industry will pay a reasonable fee to the County for the construction and operation of the Coal Combustion Monofill."

**WHEREAS**, Industry is the operator of a coal-fueled electric generation facility and coal mine in Lively Grove Township, Washington County, Illinois, known as the Prairie State Energy Campus (the "Plant Facility"), and Industry intends to dispose of coal combustion waste, as defined by the Ordinance, generated from the Plant Facility in a coal combustion monofill ("Monofill Facility") to be developed, constructed, operated and maintained on real estate owned by Industry located adjacent and contiguous to Industry's coal-fueled electric generation facility and legally described in the attached Exhibit A (the "Monofill Site"), in compliance with the terms and conditions of this Agreement and the Ordinance;

**WHEREAS**, the County is desirous of protecting and insuring the health, safety and welfare of its citizens; and

**WHEREAS**, the County and Industry desire to enter into this Agreement in accordance with the Ordinance.

**NOW THEREFORE**, in consideration of the mutual terms, agreement, covenants, conditions, and benefits set forth herein, **IT IS HEREBY AGREED THAT:**

- 1. Development, Construction, Operation and Maintenance of Monofill Facility:** This Agreement shall serve as the sole license, permit and/or approval required by the County for the development, construction, operation and maintenance of the Monofill Facility. The formal approval of this Agreement by the County shall automatically be deemed to be the approval and issuance of the permit under 32-3-1 of the Ordinance by the County to the Industry. Upon issuance of the permit and execution of this Agreement, the rights granted to Industry by this Agreement shall be deemed a

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perfected and vested right for the benefit of the Industry, and such rights and obligations of this Agreement shall be deemed a covenant running with land for the benefit of and appurtenant to the Monofill Site and Monofill Facility. As of the Effective Date, Industry shall have the right to develop, construct, operate and maintain the Monofill Facility on the Monofill Site solely for disposal of coal combustion waste generated from the Plant Facility for the life of the Plant Facility without any further or additional approval, license or permit from the County; provided, however, that Industry shall develop, construct, operate and maintain the Monofill Facility on the Monofill Site solely for disposal of Coal Combustion Waste, as defined in the Ordinance, which has been generated exclusively from the Plant Facility, in compliance with this Agreement, and all applicable laws, rules and regulations of the State of Illinois, including but not limited to Title 35 of the Illinois Administrative Code ("IAC"), Parts 811, 812, 815 and 816, as the same may be amended from time to time (or other applicable permitting regulation required by the Illinois Environmental Protection Agency).

A. Specifically, the Monofill Facility shall be designed, constructed, operated and maintained by the Industry in compliance with those specifications under 35 IAC Parts 811, 812, 815 and 816, as the same may be amended from time to time, including but not limited to:

- 1) **Initial Facility Report:** 35 IAC Part 815, regarding the preparation, certification and filing of the Initial Facility Report with the Illinois Environmental Protection Agency (the "Agency").
- 2) **Location Standards:** 35 IAC 811.102 and 811.302, location standards.
- 3) **Liner System:** 35 IAC 811.306, for the construction of a composite liner system including a geomembrane being no less than 60 mils in thickness, and a compacted earth liner being no less than 0.91 meters (3 feet) in thickness.
- 4) **Leachate Collection System:** 35 IAC 811.307, for the construction of a leachate drainage and collection system requiring a drainage layer overlaying the entire liner system being no less than 0.30 meter (one foot) thick, with hydraulic conductivity equal to or greater than  $1 \times 10^{-3}$  centimeters per second.
- 5) **Hydrogeologic and Groundwater Protection:** 35 IAC Sections 811.315, 317, 319, and 320, Facility Design and Operation requirements concerning hydrogeology, including a hydrogeologic site investigation, groundwater impact assessment, and groundwater monitoring program.
- 6) **Construction Quality Assurance:** 35 IAC Sections 811.503, 504 & 505 for the inspection, sampling requirements, and documentation requirements regarding compaction of the sub grade and foundation, installation of compacted earth liner, installation of geomembrane, installation of leachate collection system and all related construction activities
- 6) **Daily, Intermediate and Final Cover System:** 35 IAC Sections

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- 811.106, 313 and 314 for daily, intermediate and final cover system requirements.
- 7) **Fugitive Dust:** 35 IAC Section 811.107 for fugitive dust controls (including maintaining moisture content, water spray, covers, and enclosures).
  - 8) **Ongoing Groundwater Monitoring:** 35 IAC Sections 811.318 and 319 regarding the installation, monitoring, sampling, and reporting of monitoring wells and sampling results during operation and 35 IAC Section 811.111, post-closure.
  - 9) **Financial Assurance:** 35 IAC 811, Subpart G requirements regarding the provision of financial assurance for closure and post closure care of the Monofill Facility.
  - 10) **Inspections, Closure and Post Closure Care:** 35 IAC Sections 811.110 and 111 regarding the requirements for inspections, closure and post closure care of the Monofill Facility.
  - 11) **Recordkeeping and Reporting:** 35 IAC Parts 811 and 815, including but not limited to annual reports under 35 IAC 815.303, regarding all recordkeeping and reporting requirements to the Agency. County shall have access to all such records upon request.
  - 12) **Additional Provision:** All applicable permitting regulations required by the Illinois Environmental Protection Agency.
  - 13) **Minimal Standards:** Provided, that in the event of any amendment to an existing law or regulation applicable to the Monofill Facility or the Monofill Site that lessens the permit requirements or reduces the operational standards for such Monofill Facility or Monofill Site, or increases the allowable adverse impacts to properties outside the Monofill Site, then the more stringent standards in effect at the time the original permit as issued shall remain the standards for the duration of the operation of such Coal Combustion Monofill. Provided further, that in the event the Illinois Legislature or Illinois Environmental Protection Agency shall adopt any law, rule or regulation, or any amendment thereto, that enhances the standards or makes the operational requirements for the Monofill Facility or Monofill Site more stringent, then the more stringent standard shall apply to any expansion or enlargement of the Monofill Facility.

**B. Zero-Discharge Facility:** The Monofill Facility shall be designed, constructed, operated and maintained as a closed-loop, zero discharge facility so that there shall be no discharge of leachate or process wastewater pollutants generated from the Monofill Facility into the waters of the United States, or onto lands, creeks, streams, non-navigable bodies of water or other real property adjacent to or within one mile of the exterior perimeter of the Monofill Site. The Monofill Facility shall not be constructed within the 100-year floodplain.

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- C. Application:** This Agreement shall apply only to, and shall be deemed to only approve, the Monofill Facility to be developed, constructed, and operated on the Monofill Site. There shall be no expansion of the Monofill Site without compliance with the Ordinance.
- D. Notice of Transfer:** In the event that ownership of the Plant Facility or ownership of the Monofill Facility shall be transferred, then within thirty (30) days after consummation of such transfer, the Transferor and Transferee shall give the County written notice of such transfer, and shall provide the County with copies of the operative instruments transferring title to such land and facilities, including but not limited to the name and address, phone number, fax number and email address of the Transferee; provided, however, that nothing contained herein shall be deemed to require the consent of the County, or otherwise restrict or prohibit the transfer, conveyance, or assignment of this Agreement, the Plant Facility, or the Monofill Facility. The indemnification obligations set forth in Section 4 shall constitute a burden running with ownership of the Plant Facility and the Monofill Facility, and each successive owner of the Plant Facility and/or Monofill Facility shall be deemed to assume the indemnification obligations contained in this Agreement.
- 2. Hosting Fee:** Industry shall pay to County a hosting fee as set forth in Exhibit B.
- 3. Enforcement:** In addition to the enforcement authority of the Illinois Environmental Protection Agency under the Illinois Environmental Protection Act, the County and the Industry may pursue any and all rights and remedies available to either party at law or in equity to enforce the terms and conditions of this Agreement. Any law suit filed by either party to enforce the terms and conditions of this Agreement shall be filed in Circuit Court for the 20<sup>th</sup> Judicial Circuit, Washington County, Illinois.
- a. Nothing in this Agreement shall be deemed to impose any expressed or implied duties or obligations on the part of the County to inspect, supervise, or determine the Industry's compliance or non-compliance with the Ordinance or any applicable law, rule or regulation. Notwithstanding any inspection of the Monofill Facility or the Monofill Site, or the records of the Industry relating thereto, or the granting of any permit by the County, or the renewal of any permit by the County, the County shall not have assumed any duty or made any determination that the Monofill Facility and/or Monofill Site is or has been designed, constructed, operated or maintained in compliance with any or all applicable laws, rules or regulations. Industry acknowledges that Industry alone is solely responsible for the design, construction, operation and maintenance of the Monofill Facility and the Monofill Site and to insure compliance of such facilities with the Ordinance and all applicable laws, rules or regulations.
- 4. Indemnification:** Industry (the "Indemnitor") shall severally (and not jointly) in accordance with their respective percentage interest in and to the Plant Facility and Monofill Facility, indemnify Washington County, Illinois (the "Indemnitee") from and against all claims, damages, judgments, awards and/or Litigation Expenses (as defined below) actually incurred by Indemnitee arising out of any third party claim

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asserted against the Indemnitee contesting or litigating the terms and conditions of this Agreement or Washington County Ordinance # \_\_\_\_\_ Amending Section 32-3-1 of the Sanitary Landfill Code (a "Third Party Claim"). Indemnitor reserves the unilateral right, but not the obligation, to assume the defense of any such Third Party Claim within ten (10) days after written notice of such Third Party Claim is given to the Company. The term "Litigation Expense" shall mean any court filing fee, court cost, arbitration fee or cost, witness fee, expert witness fee, attorney's fees, and each other fee and cost of investigating and defending or asserting a claim for indemnification under this Agreement, including, without limitation, in each case, attorneys' fees. The indemnification obligations set forth in this Section 4 shall constitute a burden running with ownership of the Plant Facility and the Monofill Facility, and each successive owner of the Plant Facility and/or Monofill Facility shall be deemed to assume the indemnification obligations contained in this Agreement.

- A. Notice of Third Party Claim:** If any third party makes any claim or brings any Third Party Claim against Indemnitee with respect to which an Indemnitor may have liability, the Indemnitee shall promptly notify the Indemnitor in writing of the Third Party Claim and deliver to the Indemnitor a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim (the "Notice of Claim". Receipt of the Notice of Claim is a condition precedent to the Indemnitor's liability with respect to the Third Party Claim.
- B. Indemnitor's Assumption of the Defense:** At any time during the pendency of any Third Party Claim, the Indemnitor may elect to assume the defense of the Third Party Claim by sending written notice to the Indemnitee (the "Notice of Assumption of Defense"). Promptly after sending the Notice of Assumption of Defense, the Indemnitor shall choose and employ qualified independent legal counsel to represent the Indemnitee. After sending the Notice of Assumption of Defense, the Indemnitor shall have the sole and unilaterally right and obligation to defend, litigate, contest, settle or compromise the Third Party Claim as it determines, subject to the provisions of Section 4D of this Agreement.
- C. The Indemnitee's Rights:** If Indemnitor exercises its right to assume the defense of any Third Party Claim as provided for in Section 4B of this Agreement, the Indemnitee shall remain entitled to:
- 1) participate with and be informed by such legal counsel retained by Indemnitor to defend the Third Party Claim, provided that the Indemnitee has executed a written joint defense agreement prepared by such legal counsel retained by the Indemnitor; and,
  - 2) defend a Third Party Claim with legal counsel of its own choosing at the Indemnitor's expense and without the participation of the Indemnitor if the Indemnitor fails or refuses to defend the Third Party Claim on or before the fifteenth (15<sup>th</sup>) day after the Indemnitee has given Notice of Claim to the Indemnitor.
- D. Settlement of Third Party Claim:** If the Indemnitor assumes the defense of a Third Party Claim, it shall not enter into any compromise or

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settlement of the Third Party Claim without the consent of the Indemnitee, and the Indemnitee shall not have any obligation or liability with respect to any compromise or settlement of any Third Party Claim entered into without its consent, unless the following conditions are met:

- 1) There is no admission of any violation of law or any violation of the rights of any person by Indemnitee;
- 2) The compromise or settlement includes, as an unconditional term, the claimant's or the plaintiff's full and complete release of the Indemnitee from any and all liability arising out of the Third Party Claim;
- 3) The compromise or settlement does not require the legislative amendment or enactment of any ordinance by the Indemnitee; and
- 4) Such compromise or settlement does not require the Indemnitee to pay any damage award, cash settlement or transfer of any property or tangible item of value as consideration for such release.

**5. Beneficial Use of Coal Combustion By-Product:** Subject to the Illinois Environmental Protection Act, and all applicable state and federal regulations concerning the beneficial use of coal combustion by-products (as defined at 415 ILCS 5/3.135), if Industry elects to market and sell all or part of its coal combustion by-products for beneficial use (hereinafter "Beneficial Use"), Industry agrees to provide the County notice of such decision (the "Beneficial Use Notice"), and thereafter Industry agrees to negotiate in good faith with the County an agreement containing commercially reasonable terms and conditions for the sale of coal combustion by-products to the local market, including local agricultural producers and industries, units of local government including the County, and other local industry. In the event that such coal combustion by-products are transported outside the County for Beneficial Use without the use of public highways under County jurisdiction (e.g. rail transport), then no impact fee shall be charged. Provided, that if such coal combustion by-products are transported outside the County for Beneficial Use by use over public highways under County jurisdiction or any Washington County township jurisdiction except for Lively Grove Township, then the County shall be paid an impact fee of ten cents (\$0.10) per ton for each ton of coal combustion by-products. Provided further, however, that the Industry shall not be required to enter into any such agreement or agreements with the County as a condition precedent to marketing or selling its coal combustion by-products for Beneficial Use to any third party. In addition, Industry agrees that the point of sale of all coal combustion by-products for Beneficial Use from the Plant Facility or the Monofill Facility shall be deemed to have occurred within Washington County, Illinois.

**6. Local Area Contractors:** Industry agrees to make commercially reasonable efforts to encourage participation of local area contractors on a competitive basis in the construction and maintenance of the Monofill Facility, and where local area contractors demonstrate to the reasonable satisfaction of the Industry that such local area contractors are technically capable of performing the work on an economically competitive basis, Industry agrees to make commercially reasonable efforts to contract with local area contractors to perform such construction and maintenance

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work.

## 7. Miscellaneous:

- A. All notices, consents, approvals, requests, invoices or statements (collectively the "**Notices**") provided for or permitted to be given under this Agreement shall be in writing. Notices shall be delivered to a party at the address for such party set forth below or at such other address as such party shall designate by Notice to the other party. Notices shall be (a) sent by certified U.S. Mail with return receipt requested (with confirmation thereof), (b) delivered personally (including delivery by private courier services) or (c) sent by recognized overnight courier with acknowledgement of receipt (with confirmation thereof). All charges must be pre-paid. Such Notices shall be deemed to be duly given when received by the party.

If to Indemnitior: Prairie State Generating Company, LLC, c/o  
President and Chief Executive Officer,  
3872 County Highway 12  
Marissa IL 62257

With a copy to:

Prairie State Generating Company, LLC,  
c/o Office of General Counsel,  
3872 County Highway 12  
Marissa IL 62257

If to Indemnitee: Washington County  
c/o Board Chairman  
101 East St. Louis  
Nashville IL 62263

With a copy to:

Washington County State's Attorney  
101 East St. Louis  
Nashville, IL 62263

- B. **Invalidity:** The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision. Notwithstanding the provisions of the preceding sentence, should any term or provision of this Agreement be found invalid or unenforceable by a court of competent jurisdiction, Industry and County shall immediately renegotiate in good faith such term or provision as is necessary to eliminate such invalidity or unenforceability.

## EXECUTION VERSION

- C. Governing Law:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois.
- D. Waiver:** The waiver of any breach or failure to enforce any of the terms, covenants or conditions of this Agreement shall not in any way affect, limit, modify or waive the future enforcement of such terms, covenants or conditions.
- E. Counterparts:** This Agreement may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.
- F. Entire Agreement:** This Agreement shall be deemed to set forth the full and complete understanding and agreement of the parties hereto relating to the subject matter hereof as of the date first above stated, and supersedes any and all negotiations, agreements and representations made or dated prior thereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns. Industry reserves the unconditional right to assign its rights and delegate its duties in and to this Agreement to any purchaser of the Plant Facility and/or the Monofill Facility after first providing the County sixty (60) days notice prior to such assignment. Subsequent to the date hereof, this Agreement may be supplemented, modified or otherwise amended by mutual agreement of the parties hereto. Such supplements, modifications or amendments, if any, must be in the form of a written amendment to this Agreement, and signed by authorized representatives of all parties to this Agreement.
- G. General Rules of Interpretation:** Unless otherwise required by the context in which any term appears:
- 1) Capitalized terms used in this Agreement shall have the meanings specified in this Agreement.
  - 2) The singular shall include the plural and the masculine shall include the feminine and neuter.
  - 3) The words "herein," "hereof," "hereto" and "hereunder" shall refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; the words "include," "includes" or "including" shall mean "including, but not limited to."
  - 4) The term "day" shall mean calendar day, the term "month" shall mean a calendar month, and the term "year" shall mean a calendar year.
  - 5) All references to a particular entity shall include such entity's permitted successors and assigns.
  - 6) Use of the word "and" herein shall be construed in the conjunctive



## EXECUTION VERSION

form and shall not be construed to mean "or."

- 7) Words used in this Agreement that are defined in the Ordinance shall have the meaning as set forth in the Ordinance.

- H. Headings:** The titles of the articles and sections herein have been inserted as a matter of convenience of reference only, and shall not control or affect the meaning or construction of any of the terms or provisions hereof.
- I. Joint Responsibility for Drafting:** This Agreement was negotiated and prepared by all parties hereto with advice of counsel to the extent deemed necessary by each party; the parties have agreed to the wording of this Agreement; and none of the provisions hereof shall be construed against one party on the ground that such party is the author or draftsman of this Agreement or any part hereof. Each Party is fluent in English and fully understands the legal terminology of this Agreement.
- J. Good Faith:** The parties to this Agreement shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided in this Agreement that a party may exercise its sole discretion with respect thereto, where the Agreement requires the consent, approval, or similar action by a party, such consent or approval shall not be unreasonably withheld, delayed, or conditioned.
- K. Reimbursement:** Within thirty (30) days after the date of this Agreement, Industry agrees to reimburse County for actual attorney fees and accountant's fees incurred in preparation of this Agreement in an amount not to exceed \$25,000.

**(Remainder of page left intentionally blank – signature page to follow.)**

EXECUTION VERSION

**IN WITNESS WHEREOF**, the County and Industry have executed this Agreement on that date affixed next to their respective signatures below.

Prairie State Generating Company, a Delaware limited liability company

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Peter DeQuattro,  
President and Chief Executive Officer

**Indiana Municipal Power Agency**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Raj Rao, its President

**Missouri Joint Municipal Electric Utility Commission**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Duncan Kincheloe, its General Manager and  
Chief Executive Officer

**Northern Illinois Municipal Power Agency**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Buffington, its \_\_\_\_\_

**Prairie Power, Inc. an Illinois not-for-profit corporation**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jay Bartlett, its President and Chief Executive Officer

**Kentucky Municipal Power Agency**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
David Clark, its General Manager

EXECUTION VERSION

**AMP 368, LLC, a Delaware limited liability company**

By: \_\_\_\_\_  
Marc Gerken, its President

Date: \_\_\_\_\_

**Illinois Municipal Electric Agency**

By: \_\_\_\_\_  
Ronald Earl, its, President and CEO

Date: \_\_\_\_\_

**Southern Illinois Power Cooperative,  
an Illinois not-for profit corporation**

By: \_\_\_\_\_  
Scott Ramsey, its President and  
Chief Executive Officer

Date: \_\_\_\_\_

**Lively Grove Energy Partners, LLC,  
a Delaware limited liability company**

By: \_\_\_\_\_  
Jacob Williams, its \_\_\_\_\_

Date: \_\_\_\_\_

**Washington County, Illinois**

By: David G. Meyer  
David Meyer, Chairman  
Washington County Board

Date: 6/26/12

Attest: Thomas G. Garz  
Tom Garz,  
County Clerk

Date: 6/26/12

EXECUTION VERSION

**Exhibit A****Legal Description of Monofill Facility**

All of Section 7, Township 3 South, Range 5 West of the 3<sup>rd</sup> PM Washington County, Illinois, except the North Half of the North Half of said Section 7; and, all that part of Section 18, Township 3 South, Range 5 West of the 3<sup>rd</sup> PM Washington County, Illinois lying North of the North right of way line of New Marigold Road; and, all that part of the Northwest Quarter of Section 17, Township 3 South Range 5 West of the 3<sup>rd</sup> PM Washington County, Illinois lying North of the North right of way line of New Marigold Road; and, all of the Southwest Quarter of Section 8 Township 3 South Range 5 West of the 3<sup>rd</sup> PM Washington County, Illinois; and, the South Half of the Northwest Quarter of Section 8 Township 3 South Range 5 West of the 3<sup>rd</sup> PM Washington County, Illinois (the "Monofill Site").

## EXECUTION VERSION

**EXHIBIT B**

1. For all Coal Combustion Waste deposited, stored or buried at the Monofill Site, Industry shall pay to County Thirty Cents (\$0.30) for each ton ("Annual Tonnage Fee") as follows:
  - a. The Annual Tonnage Fee for Coal Combustion Waste deposited into the Monofill Site in the calendar year 2012 shall be paid to the County on January 30, 2015.
  - b. The Annual Tonnage Fee for Coal Combustion Waste deposited into the Monofill Site in the calendar year 2013 shall be paid to the County on January 30, 2016.
  - c. The Annual Tonnage Fee for Coal Combustion Waste deposited into the Monofill Site in the calendar year 2014 shall be paid to the County on January 30, 2017.
  - d. The Annual Tonnage Fee for Coal Combustion Waste deposited into the Monofill in any and all calendar years after 2014 (i.e. 2015 and thereafter) shall be paid to the County on January 30 of the following calendar year (i.e. The Annual Tonnage Fee for Coal Combustion Waste deposited into the Monofill Site during 2015 would be paid to the County on January 30, 2016, etc.),
  
2. It is anticipated that Industry may place as much as 3.6 million tons per year of Coal Combustion Waste into the Monofill Facility for an estimated annual tonnage compensation of \$1,080,000, depending upon the actual tonnage of Coal Combustion Waste actually placed in the Monofill Facility from the Plant Facility. Said payments shall be made by Industry to the County as provided for above. The Industry shall maintain accurate records of: (a) all Coal Combustion Waste produced by the Plant Facility, (b) of all Coal Combustion Waste placed in the Monofill Facility, and (c) all Coal Combustion By-Products sold for Beneficial Use from the Plant Facility or the Monofill Facility. Copies of the annual tonnage reports, as furnished to the State of Illinois pursuant to 35 IAC 815.303, shall be furnished to the County simultaneous with the annual payment. Any records of the Industry relating to the Monofill Facility or Monofill Site required to be furnished to the IEPA may be reviewed, inspected and copied by the County, or upon written request, copies thereof shall be furnished to County in paper or electronic media. All other records of the Industry not furnished to IEPA relating to the Monofill Facility shall be made available for review and inspection, but not reproduction, by the County at the Plant Facility upon five (5) days prior written notice, for purposes of determining compliance with the Agreement or the Ordinance. Any records not furnished by the Industry to IEPA shall remain confidential, and shall not be disclosed by the County to the public, except that the County may disclose any information in such confidential records to the County's professional advisors, including but not limited to any engineer, surveyor, accountant or attorney.
  
3. In addition to the Annual Tonnage Fee, Industry shall make the following four (4) payments to the County (the "Additional Fee"):

\$250,000	July 1, 2012
\$250,000	July 1, 2013
\$250,000	July 1, 2014
\$250,000	July 1, 2015

## EXECUTION VERSION

4. Any and all license fees, permit fees or other fees imposed by the Ordinance, as the same may be amended from time to time, shall be deemed to be paid by the payment of the Annual Tonnage Fee and/or the Additional Fee, and the Industry shall not be required to pay any additional fee, charge, or payment of any nature whatsoever to the County for the placement or deposit of Coal Combustion Waste in the Monofill Site.

## RESOLUTION

WHEREAS, the County of Washington ("County") has executed and delivered to Power Holdings of Illinois, LLC ("PHI") that certain Option and Coal Mining Lease dated July 14, 2009, as amended from time to time by Amendments I-8 ("Option"); and,

WHEREAS, PHI has proposed to assign the Option to Alliance Resource Properties, LLC ("Alliance"); and,

WHEREAS, Alliance has provided to the County certain documents and evidence Alliance's creditworthy standing within the meaning of Section 12.3(b) of such Option; and,

WHEREAS, PHI and Alliance desire confirmation of the County's approval and confirmation that the Option remains in full force and effect and that Alliance has satisfied the standards of Section 12.3(b) of the Option; and,

WHEREAS, PHI and Alliance have requested that the County approve, execute and deliver a Clarification, Release and Estoppel Certificate in the form attached as Exhibit "A" ("Certificate").

NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of Washington, State of Illinois, as follows:

1. The Certificate between the County of Washington, Alliance Resources Properties, LLC and Power Holdings of Illinois, LLC, a copy of which is attached as Exhibit "A", is approved.
2. The Chairman of the Board of the County of Washington is authorized to execute the original of the attached Certificate, and to deliver the original fully executed Certificate to Alliance and PHI upon Alliance and PHI presenting to the County the fully executed Assignment of the Option as described in the Certificate.
3. The Chairman of the County Board is authorized to place the original fully executed Certificate in escrow with the County's special counsel, James L. Van Winkle, to be held in escrow by counsel until delivery of the executed Assignment of Option by Alliance and PHI to the County's Special Counsel.

ALL RESOLVED to this 26<sup>th</sup> day of June, 2012, at a special meeting of the County Board of Washington County, Illinois, pursuant to notice and compliance with the Open Meetings Act.

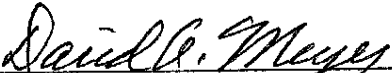
  
\_\_\_\_\_  
David A. Meyer, Chairman  
Washington County Board

Exhibit "C"

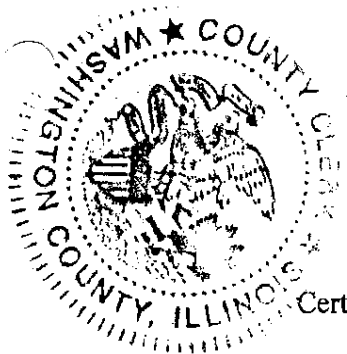
ATTEST: Thomas R. Ganz  
Thomas R. Ganz, County Clerk  
And ex-officio Clerk of the  
Washington County Board



**CERTIFICATION OF VOTE**

The undersigned, Thomas R. Ganz, County Clerk and ex-officio Clerk of the Washington County Board, County of Washington, State of Illinois, does hereby certify that the foregoing RESOLUTION approving the execution and delivery of the Certification, Release and Estoppel Certificate between the County of Washington, Alliance Resource Properties, LLC and Power Holdings of Illinois, LLC, identified as Resolution No. \_\_\_\_\_, was adopted on the 26<sup>th</sup> day of June, 2012, at a special meeting of the County Board of the County of Washington, in open public session, and that upon call of the roll of the vote, 12 members of the Board voted "AYE" or in the affirmative for adoption of said Resolution, and 0 members of the Board voted "NAY" or in the negative for adoption of said Resolution.

Certified to this 26<sup>th</sup> day of June, 2012.



Thomas R. Ganz  
Thomas R. Ganz, County Clerk  
and ex-officio Clerk of the  
Washington County Board

Certified to before me this 26<sup>th</sup> day of June, 2012.

[Signature]  
Notary Public



## CLARIFICATION, RELEASE AND ESTOPPEL CERTIFICATE

THIS CLARIFICATION, RELEASE AND ESTOPPEL CERTIFICATE ("Certificate") is entered into on this 26<sup>th</sup> day of JUNE, 2012, but effective as of the Effective Date, as hereinafter defined, by and among (i) the COUNTY OF WASHINGTON, ILLINOIS, a body politic with offices at the Washington County Courthouse, 101 East St. Louis Street, Nashville, Illinois 62263 (the "County"), (ii) ALLIANCE RESOURCE PROPERTIES, LLC, a Delaware limited liability company, with offices at 771 Corporate Drive, Lexington, Kentucky 40503 ("Alliance"), and (iii) POWER HOLDINGS OF ILLINOIS LLC, a Delaware limited liability company, with offices at 2112 W. Galena Blvd., PMB 145, Aurora, Illinois 60506 ("PHI").

### RECITALS:

A. The County is the "Lessor" under that certain Option and Coal Mining Lease dated July 14, 2009 (as amended from time to time, by amendments I through 8 described on Exhibit A hereto, the "Option"), between the County and PHI pursuant to which County granted to PHI (i) an option to lease from the County approximately 39,000 acres of Herrin No. 6 coal seam reserves located in Washington County (the "Leased Premises") and (ii) if such option is timely exercised, a lease of the Leased Premises. Capitalized terms used herein and not otherwise defined shall have the meanings given in the Option.

B. As of the date of this Certificate, the Option is still in the option period and PHI has not yet exercised its option to lease the Leased Premises.

C. Alliance and PHI have entered into an Asset Purchase Agreement ("Purchase Agreement") pursuant to which all of PHI's right, title and interest under the Option may be

assigned to Alliance upon the occurrence of certain events more fully described in the Purchase Agreement, including the execution and delivery of this Certificate by the County.

**AGREEMENT:**

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

*1.1 Acknowledgement.* The County hereby acknowledges receipt of the fully executed Assignment of the Option to Alliance.

*1.2 Assumption and Release.* Pursuant to the terms and conditions of the Assignment and Assumption Agreement between PHI and Alliance, which will be executed and delivered in the form attached hereto as Exhibit B (the "Assignment") at the time of the closing of the transactions contemplated in the Purchase Agreement, PHI will assign the Lease to Alliance and Alliance will agree to assume and undertake to perform, and by Alliance's acceptance of the Assignment, will assume and undertake to perform, each and every one of the terms, covenants and conditions contained in the Option arising on or after the effective date ("Effective Date") of the Assignment. Effective as of the Effective Date, and on the condition that (i) the Assignment is executed and delivered by PHI to Alliance and Alliance accepts such Assignment, and that a true and correct copy thereof is delivered to the County and (ii) Alliance has demonstrated to the County's reasonable satisfaction that it is creditworthy within the meaning of Section 12.3(b) of the Option (such condition described in this clause (ii), together with the condition described in clause (i), the "PHI Release Conditions"), the County hereby releases and discharges PHI from, and does hereby waive, any and all claims, demands and

rights against PHI which the County now has or may hereafter have in connection with the Option and first arising on or after the Effective Date. The execution and delivery of this Certificate to PHI and Alliance, after delivery of Alliance's acceptance of the Assignment, shall be an irrevocable acknowledgement by the County that PHI Release Conditions have occurred.

**1.3 Representations.** The County hereby represents that: (a) subject to the Option and the limitations of the County's warranty of title as contained in the Option, it owns the Leased Premises to the exclusion of any other person claiming under or through the County and has not transferred any of its interests in the Option or the Leased Premises to any other party; (b) the Option, as amended by Amendments 1 through 8, constitutes the only agreement between the County and PHI with respect to the Leased Premises; (c) through 11:59 PM on July 13, 2012, the Option is in full force and effect, as amended by Amendments 1 through 8; (d) through 11:59 PM on July 13, 2012, there are no existing or uncured defaults under the Option, nor, as of the date of this Certificate, to the knowledge of the County, does any condition exist which, with the passage of time or the giving of notice, would constitute a default under the Option; and (e) that certain Mineral Lease nominally dated September 9, 2006, as signed by the County of Washington on September 8, 2006 (the "BPI Mineral Lease"), by and between the County, as lessor and BPI Energy, Inc. ("BPI") as lessee, a memorandum of which was recorded with the Washington County, Illinois, Register of Deeds on September 8, 2006, at Instrument No. Instrument #234430, Oil and Gas Record "UU" at page 138 (the "BPI Memorandum"), has expired or terminated and is of no further force or effect.

**1.4 Status of SNG Facility.** The Option contemplates that the Leased Premises might be utilized in conjunction with an SNG Facility that was contemplated to be developed in Jefferson County, Illinois, and the Option contains numerous provisions referencing the SNG Facility. PHI hereby represents and warrants to the County that if the Purchase Agreement is executed and delivered by Alliance and PHI and a closing thereunder occurs, the event of which PHI covenants to give the County prompt notice, the SNG Facility will not be developed. If the SNG Facility is never built, the County and Alliance agree that the leasing provisions contained in the Option that will become effective upon the timely exercise of the option will be construed without regard to the provisions of the Option relating to the SNG Facility, and that all other terms and provisions of the Option shall remain in full force and effect following the Effective Date.

**1.5 Clarification of Certain Provisions of Section 2.6 of the Option.** For the avoidance of doubt, if the SNG Facility is never built, the County and Alliance agree that, notwithstanding anything that could be construed to the contrary in the Option, the "Commencement Date," as defined in Section 2.6(a) of the Option, shall be the date specified in the Lease Option Exercise Notice, which date shall be not more than sixty (60) days after the Lease Exercise Notice, regardless of whether such Notice is given during the "Third Extended Lease Option Term" (July 14, 2012 through 11:59 PM July 13, 2013), or the "Fourth Extended Lease Option Term" (July 14, 2013 through 11:59 PM July 13, 2014), as those terms are defined in Section 3 and Section 4, respectively, of Amendment No. 8.

**1.6 Clarification of Certain Provisions of Section 5.2 of the Option.** For the avoidance of doubt, if the SNG Facility is never built, the County and Alliance agree that, notwithstanding anything that could be construed to the contrary in the Option, the first Operations Term Minimum Annual Royalty shall be due thirty (30) days after the fifth anniversary of the Commencement Date and the second Operations Term Minimum Annual Royalty shall be due on the seventh anniversary of the Commencement Date.

## **2. MISCELLANEOUS.**

**2.1 Authorization.** The parties executing this Certificate represent and warrant that they have the power and authority to execute this Certificate and that their signatures bind said parties to the terms of this Certificate.

**2.2 Waivers and Amendments; Successors and Assigns.** No term or provision of this Certificate may be waived, altered, modified, or amended except by a written instrument, duly executed by all parties to this Certificate. This Certificate and all of any party's obligations are binding upon their successors and assigns, and together with the rights and remedies of any party under this Certificate, inure to the benefit of such party and their successors and assigns.

**2.3 Governing Law and Forum.** This Certificate shall be governed by, and construed and enforced in accordance with, the laws of Illinois, without regard to principles of conflicts of laws.

**2.4 Notices.** Service of all notices under this Certificate shall be sufficient if given by certified United States mail or overnight delivery by a nationally recognized courier service to the parties hereto at their addresses set forth in the first paragraph of this Certificate or such other address as a party may specify by written notice to the other parties.

**2.5 Counterparts.** This Certificate may be executed in any number of counterparts and by each party hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Certificate to produce or account for more than one such counterpart. Facsimile copies of signatures or PDF scans of signatures will be treated as originals for all purposes.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have entered into this Certificate as of the date first written above.

COUNTY OF WASHINGTON, ILLINOIS

By: \_\_\_\_\_

Title: \_\_\_\_\_

ALLIANCE RESOURCE PROPERTIES, LLC

By: \_\_\_\_\_  
Jeffrey D. Brock

Title: Vice President-Business Development

Power Holdings of Illinois, LLC

By: \_\_\_\_\_  
Stephen B. Shaw

Title: Chief Financial Officer

**Exhibit A****List of Amendments to Option and Lease**

1. Amendment No. 1 to Option and Coal Mining Lease dated on or about July 14, 2010, by and between County of Washington, Illinois, a body politic, and PHI.
2. Amendment No. 2 to Option and Coal Mining Lease dated on or about September 15, 2010, by and between County of Washington, Illinois, a body politic, and PHI.
3. Amendment No. 3 to Option and Coal Mining Lease dated on or about November 15, 2010, by and between County of Washington, Illinois, a body politic, and PHI.
4. Amendment No. 4 to Option and Coal Mining Lease dated on or about January 14, 2011, by and between County of Washington, Illinois, a body politic, and PHI.
5. Amendment No. 5 to Option and Coal Mining Lease dated on or about March 31, 2011, by and between County of Washington, Illinois, a body politic, and PHI.
6. Amendment No. 6 to Option and Coal Mining Lease dated on or about April 30, 2011, by and between County of Washington, Illinois, a body politic, and PHI.
7. Amendment No. 7 to Option and Coal Mining Lease dated on or about July 13, 2011, by and between County of Washington, Illinois, a body politic, and PHI.
8. Amendment No. 8 to Option and Coal Mining Lease dated on or about August 12, 2011, by and between County of Washington, Illinois, a body politic, and PHI.



4763748\_2.doc

G:\Coal\Washington County Coal\Power HOldings Sale of Option for Lease\20082065 #4763748v2\_Lou\_ - Alliance PHI  
Estoppel Certificate Rosen Draft 1A.DOC

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2012 ("Effective Date"), by and between (i) **POWER HOLDINGS OF ILLINOIS, LLC**, a Delaware limited liability company ("Assignor"), with an address at 2112 W. Galena Blvd., Aurora, Illinois 60506, and (ii) **ALLIANCE RESOURCE PROPERTIES, LLC**, a Delaware limited liability company, with an address at 771 Corporate Drive, Lexington, Kentucky 40503 ("Assignee").

### RECITALS:

A. This Assignment is being entered into to effect the transactions contemplated by that certain Asset Purchase Agreement dated May \_\_\_\_, 2012 (the "APA") to which Assignor and Assignee are parties. Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the APA.

B. Assignor is a party to that certain Option and Coal Mining Lease dated July 14, 2009 by and between Assignor and the County of Washington, Illinois ("County"), a Memorandum of which Option and Coal Mining Lease ("Lease Memorandum") is recorded with the Washington County, Illinois Register of Deeds at Instrument Number I 244116 MI 705/433 (such Option and Coal Mining Lease, as amended pursuant to those certain amendments more fully described on Exhibit A hereto) the "Lease". The Lease Memorandum combines the memorialization of the Lease with the memorialization of the assignment from the County to Assignor herein of that certain Mineral Lease dated September 9, 2006 between the County of Washington, Illinois and BPI Industries, Inc. ("BPI Lease"), a memorandum of which BPI Lease is recorded with the Washington County, Illinois Register of Deeds at Instrument Number I 234430 OG UU/138.

C. Assignor now desires to assign to Assignee all of Assignor's right, title and interest in, to and under the Lease and the BPI Lease, and Assignee desires to accept such assignment and assume the Lease and the BPI Lease from Assignor, pursuant to the terms and conditions of the APA.

**NOW, THEREFORE**, for and in consideration of the foregoing Recitals, and for other good and valuable consideration, including the effectuation of the transactions contemplated by the APA, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **ASSIGNMENT BY ASSIGNOR.** Assignor hereby grants, conveys, assigns, transfers, delivers and sets over to Assignee all of Assignor's right, title and interest in, to and under the Lease, including Assignor's rights in the BPI Lease, free and clear of all Liens on Assignor's leasehold estate and rights, if any, to the BPI Lease.

2. **ASSUMPTION BY ASSIGNEE.** Assignee hereby (a) accepts the foregoing assignment by Assignor, (b) assumes all of Assignor's rights, duties and obligations under the Lease that first arise and are to be performed after the Effective Date, (c) agrees to be bound by all of the terms and conditions of the Lease, and (d) agrees to pay, perform and discharge all of Assignor's duties and obligations under the Lease arising after the Effective Date.

3. **CONFLICT.** This Assignment is subject to all the terms and conditions of the APA. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the APA. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Assignment and the terms and conditions of the APA, the terms and conditions of the APA shall control.

4. **FURTHER ASSURANCES.** Each party hereto agrees, upon the reasonable request of the other party hereto, to promptly make, execute and deliver any and all documents or instruments of any kind or character, and to promptly perform all such other actions, that may be necessary to effectuate, confirm, perform or carry out the terms or provisions of this Assignment, all without additional compensation or consideration.

5. **BINDING EFFECT.** This Assignment shall be binding upon the parties hereto and shall inure to the benefit of such parties and their respective successors and permitted assigns; provided, however, that no party hereto shall be entitled to assign, in whole or in part, the Assignment or any rights or obligations hereunder without the written consent of the other parties hereto.

6. **CHOICE OF LAW.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws principles.

7. **COUNTERPARTS.** This Assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which taken together will constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties hereto. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission, e-mail, or other means of electronic transfer shall be effective as delivery of a manually executed counterpart. Any party so executing this Assignment by electronic transfer shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by electronic transfer.

8. **ENTIRE AGREEMENT.** All prior negotiations and agreements by and among the parties hereto with respect to the subject matter hereof are superseded by this Assignment, the APA, and the other Related Agreements, and there are no representations, warranties, understandings or agreements with respect to the subject matter hereof other than those expressly set forth in this Assignment, the APA, and the other Related Agreements.

9. **HEADINGS.** Section headings are not to be considered part of this Assignment, are solely for convenience of reference, and shall not affect the meaning or interpretation of this Assignment or any provision in it.

*[Remainder of Page Intentionally Left Blank; Signatures Follow]*



**ALLIANCE RESOURCE PROPERTIES, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

("Assignee")

**COMMONWEALTH OF KENTUCKY )**

**)SS:**

**COUNTY OF FAYETTE )**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012, by \_\_\_\_\_, the \_\_\_\_\_ of Alliance Resource Properties, LLC, a Delaware limited liability company, on behalf of the company.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Notary ID # \_\_\_\_\_

**Exhibit A**  
**(Option and Coal Lease Amendment Descriptions)**

1. Amendment No. 1 to Option and Coal Mining Lease dated on or about July 14, 2010, by and between County of Washington, Illinois, a body politic, and Seller.
2. Amendment No. 2 to Option and Coal Mining Lease dated on or about September 15, 2010, by and between County of Washington, Illinois, a body politic, and Seller.
3. Amendment No. 3 to Option and Coal Mining Lease dated on or about November 15, 2010, by and between County of Washington, Illinois, a body politic, and Seller.
4. Amendment No. 4 to Option and Coal Mining Lease dated on or about January 14, 2011, by and between County of Washington, Illinois, a body politic, and Seller.
5. Amendment No. 5 to Option and Coal Mining Lease dated on or about March 31, 2011, by and between County of Washington, Illinois, a body politic, and Seller.
6. Amendment No. 6 to Option and Coal Mining Lease dated on or about April 30, 2011, by and between County of Washington, Illinois, a body politic, and Seller.
7. Amendment No. 7 to Option and Coal Mining Lease dated on or about July 13, 2011, by and between County of Washington, Illinois, a body politic, and Seller.
8. Amendment No. 8 to Option and Coal Mining Lease dated on or about August 12, 2011, by and between County of Washington, Illinois, a body politic, and Seller.

**OFFICIAL PROCEEDING OF THE  
WASHINGTON COUNTY BOARD**

**JUNE 12, 2012**

The reconvened and adjourned meeting of the County Board of Washington County, Illinois was held at the courthouse in Nashville, Illinois on June 12, 2012 for the purpose of transacting county business that might come before the board.

Present and presiding were Chairman David Meyer and Thomas Ganz, County Clerk and Clerk of the Board.

Others present were Linda Tragesser, Rick Greten, Stephen Stilt, Tom Speedie, Travis Volz, Mitch Burdick, Heath Hooks, Mike Mueller, Dale Wojtkowski, Nick Howes, Julie Kozuszek, Charlie Parker and John Felchlia.

The board posed for a moment of silence for David Volz, editor of the Nashville News who passed away.

Following the Lord's Prayer and the Pledge of Allegiance, Chairman Meyer called the meeting of the meeting of the Washington County board to order at 7:00pm.

Roll call was taken by Clerk Ganz with 15 members present and 0 absent. Those present were Lisk, Suedmeyer, Evans, Ruggles, Kurwicki, Hohlt, Spenner, Riechmann, Shubert, Meier, Harriss, Maschhoff, Gill, Schorfheide and Meyer.

Chairman Meyer asked if there were any corrections to the minutes of the May 8, 2012 meeting. With no corrections a motion was made by Kurwicki and seconded by Lisk to accept the minutes as presented. Motion carried.

Mitch Burdick, County Engineer, gave his monthly report to the board. Burdick told the board that the bridge project west of Venedy is 100% complete and the department has just finished its first full mow.

Burdick told the board that the department has bought a replacement backhoe from Erb Equipment for approx. \$53,000 which included trade in and they would be going out next month for bids on a replacement pickup truck.

**Claims Against the County Report** was presented to the board for approval.

TO THE CHAIRMAN AND MEMBERS OF THE BOARD: YOUR COMMITTEE ON JUNE 11, 2012 HAS EXAMINED ALL CLAIMS PRESENTED AND RECOMMENDS PAYMENT TO THE FOLLOWING AND THE CLERK BE DIRECTED TO ISSUE ORDERS ON THE COUNTY TREASURER TO THE CLAIMANTS FOR THE AMOUNTS ALLOWED. (See

**Exhibit A)** A motion was made by Evans and seconded by Hohlt to accept the claims as presented. Roll call vote was taken with 14 ayes and 0 nays. Motion carried.

**The State's Attorney Monthly Report** was presented to the board. **(See Exhibit B)** A motion was made by Schorfheide and seconded by Riechmann to accept the report as presented. Motion carried.

**The County Clerk & Recorder's Monthly Report** was presented to the board for approval. **(See Exhibit C)** A motion was made by Spenner and seconded by Harriss to accept the report as presented. Motion carried.

**The Sheriff's Monthly Report** was presented to the board. **(See Exhibit D)** A motion was made by Ruggles and seconded by Gill to accept the report. Motion carried.

**The Emergency Ambulance and Rescue Service Monthly Report** was presented to the board. **(See Exhibit E)** A motion was made by Shubert and seconded by Gill to accept the report as presented. Motion carried.

**The Prevailing Wage Resolution** was presented to the board for approval. **(See Exhibit F)** A motion was made by Shubert and seconded by Kurwicki to accept the resolution as presented. Motion carried.

Charlie Meier told the board that both the Animal Lab and Murray Center in Centralia are both funded for this year. He asked that the board give \$500 towards the collation to help pay the cost of their lobbyist. State's Attorney Kozuszek stated that as of now her answer is no until she can look into it further.

**Zoning Request #002-12 – Tyler Marsh – Ordinance to amend zoning map – (ORDINANCE #012-04)** to rezone 3.9 acres from Ag. to R-1 for rural residential. **(See Exhibit G)** A motion was made by Riechmann and seconded by Spenner to grant the request as presented. Roll call vote was taken with 14 ayes and 0 nays. Motion carried.

**The Washington County Search & Rescue Guidelines** were presented to the board for approval by Rick Greten. **(See Exhibit H)** A motion was made by Suedmeyer and seconded by Hohlt to accept the guidelines as presented. Motion carried.

Ronda Groennert, Washington County Treasurer, gave her quarterly report to the board. (Informational)

Sharon Frederking, Washington County Health Dept. Administrator, gave her quarterly report to the board. (Informational)

At this time Chairman Meyer called for committee reports.



**Finance Committee Report** - Gary Malawy of Krebiel & Assoc. presented the 2010-2011 Audit to the board for approval. He told the board that their opinion was that the county had a clean audit. The total net assets for the county at the end of the year were \$23,042,821 and that the county payroll increased \$158,000 over the past year. A motion was made by Riechmann and seconded by Gill to accept the audit as presented. Motion carried.

**Personnel, Policy & Appointment Committee** - An appointment to the Masonic Cemetery Board will be made at the July meeting.

The name of Matt Bierman was submitted to the board for an appointment to the Washington County Hospital Board. A motion was made by Shubert and seconded by Spenner to accept the appointment as presented. Motion carried.

A motion was made by Suedmeyer and seconded by Hohlt to go into executive session according to Sec. 2(C)(11) litigation and Sec. 2 (C)(6) sale or lease of county property. Roll call vote was taken with 14 ayes and 0 nays. Motion carried. The board entered executive session at 8:00pm.

The board returned to regular session at 8:45pm. No action taken.

A motion was made by Suedmeyer and seconded by Ruggles to pay all bills, utilities, insurance, payroll and overtime. Motion carried.

A motion was made by Harriss and seconded by Schorfheide to adjourn until July 10, 2012 at 3:00pm. Motion carried. The meeting of the Washington County board adjourned at 9:00pm.

Thomas Ganz

County Clerk & Clerk of the Board

Report of Committee

STATE OF ILLINOIS )  
 )  
WASHINGTON COUNTY )

Nashville, Illinois

June 6, 2012


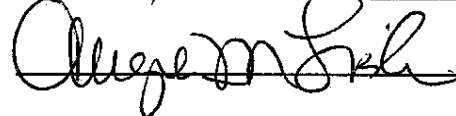
Mr Chairman, Ladies and Gentlemen of the County Board:

Your committee to who was referred the claims against the County Highway Department for the month of May 2012 would beg leave to submit the following report on the matter before them. That claims as shown on the attached sheets in the following total amount be approve for payment.

County Highway Fund	\$62,605.21
County Bridge Fund	\$106,148.36
County Matching Fund	\$11,973.43
County MFT Fund	\$6,944.93
Road District Fund	\$15,304.75
Township Bridge Fund	<u>\$0.00</u>
<b>Total</b>	<b>\$202,976.68</b>

All of which is respectfully submitted.

  
Chairman

Claims Committee

Exhibit "A"

We have examined and approved the bills listed for May 2012 on the attached sheet and recommend that the Claims Committee of the Washington County Board approve them for payment:

Totals are as follows:

County Highway Fund	\$62,605.21
County Bridge Fund	\$106,148.36
County Matching Fund	\$11,973.43
County MFT Fund	\$6,944.93
Road District Fund	\$15,304.75
Township Bridge Fund	<u>\$0.00</u>
<b>Total</b>	<b>\$202,976.68</b>

Date: 6/6/2012


*William Reel*  
 Chairman  
*Wick Ruggles*  
*Charles Muehl*  
*Richard Evans*  
*Robert Hill*  
 Road and Bridge Committee

**STATE'S ATTORNEY REPORT**

I, JULIE KOZUSZEK, WASHINGTON COUNTY STATE'S ATTORNEY, STATE THAT  
THE FOLLOWING IS A TRUE AND COMPLETE EARNINGS OF THE WASHINGTON COUNTY  
STATE'S ATTORNEY'S OFFICE FOR THE MONTH OF   MAY  , 2012.

FEES EARNED \$ 912.00

FEES COLLECTED AND PAID  
TO COUNTY TREASURER \$ 912.00

  
\_\_\_\_\_  
Julie Kozuszek  
Washington County State's Attorney

I, the undersigned, attest that the above signature is that of Julie Kozuszek, Washington County  
State's Attorney, and was signed in my presence on this 5th day of June, 2012.

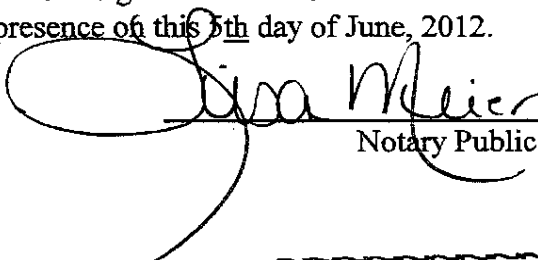
  
\_\_\_\_\_  
Notary Public



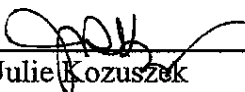
Exhibit "B"

**STATE'S ATTORNEY REPORT**

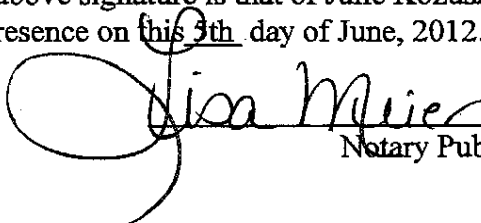
**DRUG PREVENTION FUND**

I, JULIE KOZUSZEK, WASHINGTON COUNTY STATE'S ATTORNEY, STATE THAT THE FOLLOWING IS A TRUE AND COMPLETE EARNINGS OF THE WASHINGTON COUNTY STATE'S ATTORNEY'S OFFICE FOR THE DRUG PREVENTION FUND, THE MONTH OF  MAY , 2012.

FEES EARNED	\$ <u>6.25</u>
FEES COLLECTED AND PAID TO COUNTY TREASURER	\$ <u>6.25</u>

  
 \_\_\_\_\_  
 Julie Kozuszek  
 Washington County State's Attorney

I, the undersigned, attest that the above signature is that of Julie Kozuszek, Washington County State's Attorney, and was signed in my presence on this 3th day of June, 2012.

  
 \_\_\_\_\_  
 Notary Public




**STATE'S ATTORNEY REPORT**

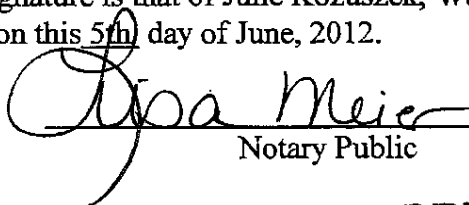
**DRUG EQUIPMENT FUND**

I, JULIE KOZUSZEK, WASHINGTON COUNTY STATE'S ATTORNEY, STATE THAT THE FOLLOWING IS A TRUE AND COMPLETE EARNINGS OF THE WASHINGTON COUNTY STATE'S ATTORNEY'S OFFICE FOR THE DRUG EQUIPMENT FUND, THE MONTH OF   MAY  , 2012.

FEES EARNED	\$ <u>210.00</u>
FEES COLLECTED AND PAID TO COUNTY TREASURER	\$ <u>210.00</u>

  
 \_\_\_\_\_  
 Julie Kozuszek  
 Washington County State's Attorney

I, the undersigned, attest that the above signature is that of Julie Kozuszek, Washington County State's Attorney, and was signed in my presence on this 5th day of June, 2012.

  
 \_\_\_\_\_  
 Notary Public




**STATE'S ATTORNEY REPORT**

TO: Circuit Court and Washington County Board, Washington County, Illinois.

The State's Attorney of Washington County, Illinois, respectfully submits the following report of fees paid to her from May 1, 2011 to May 31, 2011.

I further report that the foregoing fees were paid by me to Ronda Groennert, County Treasurer

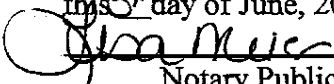
  
\_\_\_\_\_  
Julie Kozuszek  
Washington County State's Attorney  
Courthouse • 101 East St. Louis St.  
Nashville, IL 62263 (618) 327-4800

State of Illinois                    )  
  ) ss.  
County of Washington            )

Julie Kozuszek, Washington County State's Attorney, being first duly sworn on oath, deposes and says that the foregoing report of receipts and disbursements of the office of the State's Attorney from MAY 1, 2012 through MAY 31, 2012 is correct to the best of her knowledge and belief.

  
\_\_\_\_\_  
Julie Kozuszek

Subscribed and sworn to before me  
this 5<sup>th</sup> day of June, 2012.

  
\_\_\_\_\_  
Notary Public



June 1, 2012

WASHINGTON COUNTY RECORDER

Report: mrecrp33.rpt

8:46 AM

**Report of Collections**

1 of 2

Collections for the Period 05/01/2012 to 05/31/2012.

To County Board  
(Title of Officer)Washington County  
(Governmental Unit)WASHINGTON COUNTY CLERK RECORDER  
(County)

Description	Fund to Credit	Collections This Period	Prior Collections	Year to Date Collections
ASSUMED NAMES	GENERAL	5.00	28.00	33.00
CERTIFIED COPIES	GENERAL	10.00	25.00	35.00
CERTIFIED DEATH	GENERAL	15.00	121.00	136.00
CERTIFIED MARRIAGE	GENERAL	51.00	338.00	389.00
CO REV REAL ESTATE TRANSFER	GENERAL	1,395.25	8,609.75	10,005.00
DOCUMENT W/OUT LEGAL	GENERAL	29.00	143.00	172.00
EA ADDT'L BOOK/PAGE after 1st	GENERAL	8.00	137.00	145.00
IL. DOM VIOLENCE FEE	GENERAL	35.00	155.00	190.00
ILLINOIS DEPT. OF PUBLIC HEALT	GENERAL	6.00	54.00	60.00
LIQUOR LICENSE	GENERAL	755.00	0.00	755.00
MARRIAGE LICENSE	GENERAL	105.00	465.00	570.00
MISCELLANEOUS	GENERAL	0.00	572.00	572.00
NON-CONFORMING FEE	GENERAL	12.00	60.00	72.00
NOTARY	GENERAL	15.00	130.00	145.00
PHOTOCOPIES	GENERAL	698.00	4,436.80	5,134.80
REAL ESTATE TRANSFER TAX STAMP	GENERAL	2,790.50	17,219.50	20,010.00
RECORDING FEE	GENERAL	3,849.00	18,455.00	22,304.00
RHSP SURCHARGE	GENERAL	2,600.00	12,400.00	15,000.00
SEARCHES	GENERAL	50.00	150.00	200.00
STIPENDS	GENERAL	659.75	854.75	1,514.50
TAKE NOTICE	GENERAL	157.50	1,023.75	1,181.25
TAX REDEMPTION	GENERAL	29,686.24	100,629.25	130,315.49
Subtotal for GENERAL		42,932.24	166,006.80	208,939.04
GIS - ASSESSOR	GIS - ASSESSOR .037.00102.01	2,359.00	11,458.00	13,817.00
Subtotal for GIS - ASSESSOR .037.00102.01		2,359.00	11,458.00	13,817.00
GIS - RECORDER	GIS - RECORDER 036.00102.01	261.00	1,272.00	1,533.00
Subtotal for GIS - RECORDER 036.00102.01		261.00	1,272.00	1,533.00
CERTIFIED BIRTH	PAYMENT <i>Exhibit C</i>	144.00	420.00	564.00



June 1, 2012

WASHINGTON COUNTY RECORDER

Report: mrecr32.rpt

8:46 AM

**Report of Collections**

2 of 2


Collections for the Period 05/01/2012 to 05/31/2012.

Description	Fund to Credit	Collections This Period	Prior Collections	Year to Date Collections
Subtotal for PAYMENT		144.00	420.00	564.00
RECORDER AUTOMATION FUND	RECORDER AUTOMATION FUND	795.00	3,864.00	4,659.00
Subtotal for RECORDER AUTOMATION FUND		795.00	3,864.00	4,659.00
TAX REDEMPTION CLERK FEE	TAX REDEMPTION CLERK FEE	42.00	219.00	261.00
Subtotal for TAX REDEMPTION CLERK FEE		42.00	219.00	261.00
Total Amount Collected		46,533.24	183,239.80	229,773.04

I hereby certify that the foregoing is a true and correct report of collections due the above named governmental unit for the period shown.

**TOTAL COLLECTED \$46,533.24****JUNE 1, 2012****DISBURSEMENTS:**

Tax Redemptions	\$ 26,990.98
Tax Redemptions Interest	2,695.26
Misc. & Revenue Stamps	2,159.75
<b>Total Disbursements:</b>	<b>\$ 31,845.99</b>



THOMAS GANZ  
WASHINGTON COUNTY  
CLERK/RECORDER

JUNE 1, 2012

RONDA GROENERT, WASHINGTON COUNTY TREASURER:

(G.I.S. ASSESSOR FUND)	2,359.00
(G. I.S. RECORDER FUND)	261.00
(R.H.S.P. - .50 PER, GENERAL FUND)	130.00
(R.H.S.P. - .50 PER, CO CLERK FUND)	130.00

IL DEPT. OF REVENUE:

(R.H.S.P. - \$9.00 PER 260 DOC) 2,340.00

IL DEPT. OF PUBLIC HEALTH

(\$2.00 SURCHARGE DEATH CERT) 6.00

STATE TREASURER, IL DOMESTIC VIOLENCE

(MARRIAGE LICENSE SURCHARGE) 35.00

RONDA GROENERT, WASHINGTON COUNTY TREASURER:

(RECORDER AUTO FUND) 795.00

(FEE'S COLLECTED) 8,631.25

TOTAL \$14,687.25

**TOTAL DISBURSEMENT \$46,533.24**

TOTAL DISBURSEMENTS FOR THE MONTH OF MAY 2012.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 1ST DAY OF JUNE 2012.



*Nancy Heleman*  
NOTARY

I, CHARLES PARKER SHERIFF OF WASHINGTON COUNTY, STATE THAT THE FOLLOWING IS A TRUE AND COMPLETE EARNINGS OF THE SHERIFF'S OFFICE FOR THE MONTH OF May 2012

FEEs EARNED \$552.00

FEEs COLLECTED AND PAID TO THE COUNTY TREASURER \$558.00

DIETING PRISONERS \$2,353.77

SAL. DUE SHERIFF \$3,423.08

SERVICE CALLS \$1,098.80

WRIT

BALANCE DUE SHERIFF \$3,423.08

CRIMINAL ARRESTS..... 24

TRAFFIC ARRESTS.....85

WARNINGS..... 107

Charles L Parker  
SHERIFF CHARLES PARKER

I, Paulette Leonard ATTEST THAT THE ABOVE SIGNATURE IS THAT OF CHARLES PARKER SHERIFF OF WASHINGTON COUNTY AND WAS SIGNED IN MY PRESENCE THIS 12th DAY OF June 2012.

Paulette Leonard  
NOTARY



Exhibit "D"



WASHINGTON COUNTY  
EMERGENCY AMBULANCE AND RESCUE SERVICE

160 N. WEST COURT STREET NASHVILLE, ILLINOIS 62263

Phone: (618) 327-3075

Fax: (618) 327-7281

## Monthly Report for May 2012

### Receipts/Billing

Billed Out	\$ 80,092.10
Collected	\$ 46,456.56
Write Off Amount	\$ 12,617.87

Turned In Amount	\$ 46,456.56
E-Pay	\$ 0

### Total Expenses

May 2012	\$ 14,473.59
----------	--------------

### Total Calls for 2012

December 2011:	180
January 2012:	180
February 2012:	155
March 2012:	198
April 2012:	168
May 2012:	184

**2012 Totals: 1,068**

Exhibit "E"

WASHINGTON COUNTY  
WASHINGTON COUNTY, ILLINOIS  
**A RESOLUTION DETERMINING THE  
PREVAILING RATE OF WAGES**

**Recitals**

The *Prevailing Wage Act*, approved June 26, 1941, as amended (820 ILCS 130/1 *et seq.*) required that County of Washington investigate and ascertain the prevailing rate of wages in said locality for work which is of similar character to that which may be performed by laborers, mechanics and other workers engaged in the construction of public works for said County; and

The aforesaid Act requires Washington County to investigate and ascertain said prevailing wages once each year in the month of June; and

Washington County enacted Ordinance No. 012-03, entitled *An Ordinance Incorporating the Terms of the Prevailing Wage Act*, on June 25, 1993, wherein authority was granted to the Board of the County to enact a resolution each calendar year in order to ascertain the then current prevailing rate of wages which resolution shall supersede the determination provided in said Ordinance.

**NOW, THEREFORE, BE IT RESOLVED BY THE CHAIRMAN AND BOARD MEMBERS OF WASHINGTON COUNTY, WASHINGTON COUNTY, ILLINOIS, as follows:**

**SECTION 1.** The recitals enumerated above are incorporated herein by reference and made a part hereof as though fully set forth herein.

**SECTION 2.** To the extent and as required by the *Prevailing Wage Act*, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in construction of public works coming under the jurisdiction of Washington County, is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Washington County area as determined by the Department of Labor of the State of Illinois as of June of the current year. A copy of the prevailing rate of wages for construction work in the Washington County

area as determined by the Department of Labor is or will be attached hereto and is incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the County of Washington. The definition of any terms appearing in this Resolution which are also used in aforesaid Act shall be the same as in said Act.

**SECTION 3.** Nothing herein contained shall be construed to apply said general prevailing rate of wages to any work or employment except public works of said County to the extent required by the aforesaid Act.

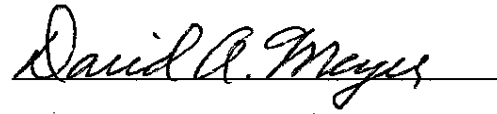
**SECTION 4.** The Clerk shall publicly post or keep available for inspection by any interested party in the main office of this County this determination or any revisions of such prevailing rate of wages. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

**SECTION 5.** The Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employers who have filed their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

**SECTION 6.** The Clerk shall promptly file a certified copy of this Resolution with the Secretary of State Index Division and the Illinois Department of Labor.

**SECTION 7.** The Clerk shall cause to be published in a newspaper of general circulation within the area a Notice stating the Prevailing Wage Resolution has been adopted and such publication shall constitute notice that the determination is effective and that this is the determination of this public body.

**PASSED** by the Members of the Washington County Board of Washington County, Illinois this 12<sup>th</sup> day of June, 2012.



David A. Meyer, Chairman

**ATTEST:**



Thomas Ganz, County Clerk

(SEAL)

**CERTIFICATE**

STATE OF ILLINOIS )

)

COUNTY OF WASHINGTON)

The undersigned, duly elected, qualified and acting Clerk of the County of Washington, Washington County, Illinois DOES HEREBY CERTIFY that the foregoing is a true, exact and compared copy of *A Resolution Determined the Prevailing Rate of Wages* passed at a regular meeting of the County Board of Washington County, Illinois, held on the 12<sup>th</sup> day of June, 2012, as the same appears in the records of said County.



Thomas Ganz, County Clerk



## NOTICE OF PREVAILING RATE OF WAGES RESOLUTION

NOTICE IS HEREBY GIVEN that the County of Washington, Washington County, Illinois has passed a Resolution Determining the Prevailing Rate of Wages during the month of June, 2012, Said Resolution lists the applicable Prevailing Rate of wages, are part of the official records of the above mentioned county and is on file and available for examination at the office of the Washington County Clerk, Nashville, Illinois.



Thomas Ganz

Washington County Clerk





# Washington County Prevailing Wage for June 2012

(See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		26.810	27.310	1.5	1.5	2.0	5.550	12.34	0.000	0.800
ASBESTOS ABT-MEC		BLD		29.160	30.160	1.5	1.5	2.0	6.700	2.750	0.000	0.000
BOILERMAKER		BLD		31.500	34.000	1.5	1.5	2.0	7.070	18.73	1.000	0.350
BRICK MASON		BLD		28.790	30.640	1.5	1.5	2.0	7.500	9.430	2.000	0.400
CARPENTER		ALL		33.880	35.380	1.5	1.5	2.0	6.300	6.250	0.000	0.400
CEMENT MASON		BLD		28.200	29.700	1.5	1.5	2.0	6.600	5.400	0.000	0.500
CEMENT MASON		HWY		33.100	33.600	1.5	1.5	2.0	6.400	9.750	0.000	0.700
CERAMIC TILE FNSHER		BLD		25.520	0.000	1.5	1.5	2.0	5.900	5.110	0.000	0.470
ELECTRIC PWR EQMT OP		ALL		34.800	0.000	1.5	2.0	2.0	5.850	9.750	0.000	0.260
ELECTRIC PWR GRNDMAN		ALL		25.980	0.000	1.5	2.0	2.0	4.370	7.280	0.000	0.190
ELECTRIC PWR LINEMAN		ALL		40.020	41.950	1.5	1.5	2.0	6.720	11.21	0.000	0.300
ELECTRIC PWR TRK DRV		ALL		28.410	0.000	1.5	2.0	2.0	4.780	7.950	0.000	0.210
ELECTRICIAN	NW	ALL		36.510	38.700	1.5	1.5	2.0	7.210	7.490	0.000	0.640
ELECTRICIAN	SE	ALL		37.930	40.180	1.5	1.5	2.0	5.350	9.110	0.000	0.760
ELECTRONIC SYS TECH		BLD		31.870	33.620	1.5	1.5	2.0	5.350	4.150	0.000	0.400
ELEVATOR CONSTRUCTOR		BLD		43.345	48.760	2.0	2.0	2.0	11.03	11.96	2.600	0.000
FLOOR LAYER		BLD		29.080	29.830	1.5	1.5	2.0	6.300	6.250	0.000	0.400
GLAZIER		BLD		32.780	0.000	2.0	2.0	2.0	9.020	10.80	2.630	0.310
HT/FROST INSULATOR		BLD		36.760	37.760	1.5	1.5	2.0	7.550	10.76	0.000	0.500
IRON WORKER		ALL		31.000	33.000	1.5	1.5	2.0	7.110	12.35	0.000	0.420
LABORER		ALL		26.310	26.810	1.5	1.5	2.0	5.550	12.34	0.000	0.800
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS		BLD		25.520	0.000	1.5	1.5	2.0	5.900	5.110	0.000	0.470
MARBLE MASON		BLD		28.790	30.640	1.5	1.5	2.0	7.500	9.430	2.000	0.400
MILLWRIGHT		ALL		33.880	35.380	1.5	1.5	2.0	6.300	6.250	0.000	0.400
OPERATING ENGINEER		BLD	1	33.650	36.650	1.5	1.5	2.0	8.400	16.50	0.000	1.000
OPERATING ENGINEER		BLD	2	32.520	36.650	1.5	1.5	2.0	8.400	16.50	0.000	1.000
OPERATING ENGINEER		BLD	3	28.040	36.650	1.5	1.5	2.0	8.400	16.50	0.000	1.000
OPERATING ENGINEER		BLD	4	28.100	36.650	1.5	1.5	2.0	8.400	16.50	0.000	1.000
OPERATING ENGINEER		BLD	5	27.770	36.650	1.5	1.5	2.0	8.400	16.50	0.000	1.000
OPERATING ENGINEER		BLD	6	34.200	36.650	1.5	1.5	2.0	8.400	16.50	0.000	1.000
OPERATING ENGINEER		BLD	7	34.500	36.650	1.5	1.5	2.0	8.400	16.50	0.000	1.000
OPERATING ENGINEER		BLD	8	34.780	36.650	1.5	1.5	2.0	8.400	16.50	0.000	1.000
OPERATING ENGINEER		BLD	9	35.650	36.650	1.5	1.5	2.0	8.400	16.50	0.000	1.000
OPERATING ENGINEER		HWY	1	32.150	35.150	1.5	1.5	2.0	8.400	16.50	0.000	1.000
OPERATING ENGINEER		HWY	2	31.020	35.150	1.5	1.5	2.0	8.400	16.50	0.000	1.000
OPERATING ENGINEER		HWY	3	26.540	35.150	1.5	1.5	2.0	8.400	16.50	0.000	1.000
OPERATING ENGINEER		HWY	4	26.600	35.150	1.5	1.5	2.0	8.400	16.50	0.000	1.000
OPERATING ENGINEER		HWY	5	26.270	35.150	1.5	1.5	2.0	8.400	16.50	0.000	1.000
OPERATING ENGINEER		HWY	6	32.700	35.150	1.5	1.5	2.0	8.400	16.50	0.000	1.000
OPERATING ENGINEER		HWY	7	33.000	35.150	1.5	1.5	2.0	8.400	16.50	0.000	1.000
OPERATING ENGINEER		HWY	8	33.280	35.150	1.5	1.5	2.0	8.400	16.50	0.000	1.000
OPERATING ENGINEER		HWY	9	34.150	35.150	1.5	1.5	2.0	8.400	16.50	0.000	1.000
PAINTER		BLD		29.250	30.750	1.5	1.5	2.0	5.000	7.920	0.000	0.600
PAINTER		HWY		30.450	31.950	1.5	1.5	2.0	5.000	7.920	0.000	0.600
PAINTER OVER 30FT		BLD		30.250	31.750	1.5	1.5	2.0	5.000	7.920	0.000	0.600
PAINTER PWR EQMT		BLD		30.250	31.750	1.5	1.5	2.0	5.000	7.920	0.000	0.600
PAINTER PWR EQMT		HWY		31.450	32.950	1.5	1.5	2.0	5.000	7.920	0.000	0.600
PILEDRIIVER		ALL		33.880	35.380	1.5	1.5	2.0	6.300	6.250	0.000	0.400
PIPEFITTER	E	BLD		33.250	36.580	1.5	1.5	2.0	5.950	6.350	0.000	0.900
PIPEFITTER	W	BLD		35.350	37.850	1.5	1.5	2.0	7.500	5.400	0.000	0.575
PLASTERER		BLD		27.250	28.750	1.5	1.5	2.0	6.400	5.400	0.000	0.500

PLUMBER	E	BLD	33.250	36.580	1.5	1.5	2.0	5.950	6.350	0.000	0.900
PLUMBER	W	BLD	35.350	37.850	1.5	1.5	2.0	7.500	5.400	0.000	0.575
ROOFER		BLD	28.650	30.650	1.5	1.5	2.0	8.150	6.650	0.000	0.200
SHEETMETAL WORKER		ALL	31.690	33.190	1.5	1.5	2.0	7.130	6.730	1.910	0.360
SPRINKLER FITTER		BLD	37.830	40.830	2.0	2.0	2.0	8.550	10.35	0.000	0.850
TERRAZZO FINISHER		BLD	31.240	0.000	1.5	1.5	2.0	5.900	2.730	0.000	0.130
TERRAZZO MASON		BLD	32.530	32.830	1.5	1.5	2.0	5.900	4.980	0.000	0.140
TRUCK DRIVER		ALL 1	30.460	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER		ALL 2	30.890	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER		ALL 3	31.120	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER		ALL 4	31.380	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER		ALL 5	32.200	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER		O&C 1	24.370	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER		O&C 2	24.710	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER		O&C 3	24.900	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER		O&C 4	25.100	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250
TRUCK DRIVER		O&C 5	25.760	0.000	1.5	1.5	2.0	10.05	4.775	0.000	0.250

Legend:

RG (Region)  
 TYP (Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers)  
 C (Class)  
 Base (Base Wage Rate)  
 FRMAN (Foreman Rate)  
 M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.  
 OSA (Overtime (OT) is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

## Explanations

### WASHINGTON COUNTY

ELECTRICIANS (NORTHWEST) - Township of Venedy.

PLUMBERS & PIPEFITTERS (WEST) - That part of the county West of a line 2.5 miles East of Rt. 127 including the towns of Posin, Beacoup and New Minden.

PLUMBERS & PIPEFITTERS (EAST) - That part of the county East of a North-South line 2.5 miles East of Rt. 127.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

## EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

## CERAMIC TILE FINISHER AND MARBLE FINISHER

The handling, at the building site, of all sand, cement, tile, marble or stone and all other materials that may be used and installed by [a] tile layer or marble mason. In addition, the grouting, cleaning, sealing, and mixing on the job site, and all other work as required in assisting the setter. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

## ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

## OPERATING ENGINEER - BUILDING

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, or Well Drilling Machines, Boring Machines or Track Jacks, Mixers, Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader

or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Master Mechanic

OPERATING ENGINEERS - Highway

GROUP I. Cranes, Dragline, Shovels, Skimmer Scoops, Clamshells or Derrick Boats, Pile Drivers, Crane-Type Backhoes, Asphalt Plant Operators, Concrete Plant Operators, Dredges, Asphalt Spreading Machines, All Locomotives, Cable Ways or Tower Machines, Hoists, Hydraulic Backhoes, Ditching Machines or Backfiller, Cherrypickers, Overhead Cranes, Roller - Steam or Gas, Concrete Pavers, Excavators, Concrete Breakers, Concrete Pumps, Bulk Cement Plants, Cement Pumps, Derrick-Type Drills, Boat Operators, Motor Graders or Pushcats, Scoops or Tournapulls, Bulldozers, Endloaders or Fork Lifts, Power Blade or Elevating Graders, Winch Cats, Boom or Winch Trucks or Boom Tractors, Pipe Wrapping or Painting Machines, Asphalt Plant Engineer, Journeyman Lubricating Engineer, Drills (other than Derrick Type), Mud Jacks, Well Drilling Machines, Boring Machines, Track Jacks, Mixers,

Conveyors (Two), Air Compressors (Two), Water Pumps regardless of size (Two), Welding Machines (Two), Siphons or Jets (Two), Winch Heads or Apparatuses (Two), Light Plants (Two), All Tractors regardless of size (straight tractor only), Fireman on Stationary Boilers, Automatic Elevators, Form Grading Machines, Finishing Machines, Power Sub-Grader or Ribbon Machines, Longitudinal Floats, Distributor Operators on Trucks, Winch Heads or Apparatuses (One), Mobil Track air and heaters (two to five), Heavy Equipment Greaser, Relief Operator, Assistant Master Mechanic and Heavy Duty Mechanic, self-propelled concrete saws of all types and sizes with their attachments, gob-hoppers, excavators all sizes, the repair and greasing of all diesel hammers, the operation and set-up of bidwells, water blasters of all sizes and their clutches, hydraulic jacks where used for hoisting, operation of log skidders, iceolators used on and off of pipeline, condor cranes, bow boats, survey boats, bobcats and all their attachments, skid steer loaders and all their attachments, creter cranes, batch plants, operator (all sizes), self propelled roto mills, operation of conveyor systems of any size and any configuration, operation, repair and service of all vibratory hammers, all power pacs and their controls regardless of location, curtains or brush burning machines, stump cutter machines, Nail launchers when mounted on a machine or self-propelled, operation of con-cover machines, and all Operators (except those listed below).

GROUP II. Assistant Operators.

GROUP III. Air Compressors (One), Water Pumps, regardless of Size (One), Waterblasters (one), Welding Machine (One), Mixers (One Bag), Conveyor (One), Siphon or Jet (One), Light Plant (One), Heater (One), Immobile Track Air (One), and Self Propelled Walk-Behind Rollers.

GROUP IV. Asphalt Spreader Oilers, Fireman on Whirlies and Heavy Equipment Oilers, Truck Cranes, Dredges, Monigans, Large Cranes - (Over 65-ton rated capacity) Concrete Plant Oiler, Blacktop Plant Oiler, and Creter Crane Oiler (when required).

GROUP V. Oiler.

GROUP VI. Operators on equipment with Booms, including jibs, 100 feet and over, and less than 150 feet long.

GROUP VII. Operators on equipment with Booms, including jibs, 150 feet and over, and less than 200 feet long.

GROUP VIII. Operators on Equipment with Booms, including jibs, 200 feet and over; Tower Cranes; and Whirlie Cranes.

GROUP IX. Mechanic

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work. Jurisdiction in Bond, Calhoun, Clinton, Fayette, Greene, Jefferson, Jersey, Macoupin, Madison, Marion, Monroe, Montgomery, Perry, Randolph, St. Clair, and Washington.

#### TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

#### TERRAZZO FINISHER

The handling of all materials used for Mosaic and Terrazzo work including preparing, mixing by hand, by mixing machine or transporting of pre-mixed materials and distributing with shovel, rake, hoe, or pail, all kinds of concrete foundations necessary for Mosaic and Terrazzo work, all cement terrazzo, magnesite terrazzo, Do-O-Tex terrazzo, epoxy matrix ter-razzo, exposed aggregate, rustic or rough washed for exterior or interior of buildings placed either by machine or by hand, and any other kind of mixture of plastics composed of chips or granules when mixed with cement, rubber, neoprene, vinyl, magnesium chloride or any other resinous or chemical substances used for seamless flooring systems, and all other building materials, all similar materials and all precast terrazzo work on jobs, all scratch coat used for Mosaic and Terrazzo work and sub-bed, tar paper and wire mesh (2x2 etc.) or lath. The rubbing, grinding, cleaning and finishing of same either by hand or by machine or by terrazzo resurfacing equipment on new or existing floors. When necessary finishers shall be allowed to assist the mechanics to spread sand bed, lay tarpaper and wire mesh (2x2 etc.) or lath. The finishing of cement floors where additional aggregate of stone is added by spreading or sprinkling on top of the finished base, and troweled or rolled into the finish and then the surface is ground by grinding machines.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

### WASHINGTON COUNTY ZONING OFFICE

125 W. St. Louis Street  
Nashville, Illinois 62263  
E-Mail: [Rick.Greten@washingtonco.illinois.gov](mailto:Rick.Greten@washingtonco.illinois.gov)

Phone (618) 327-4800 #19  
ext. 345  
FAX (618) 327-3692

#### OFFICE HOURS

Tuesday 8:00am - 12:00noon  
Thursday 8:00am - 4:00pm

### ORDINANCE TO AMEND ZONING MAP

WHEREAS, a public hearing was held in the Washington County Courthouse in Nashville, Illinois on May 24th, 2012 at 8:00pm, before the Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, an application #002-12 was presented by the Tyler Marsh, on requesting an amendment to the Washington County Zoning Ordinance changing the Zone District Classification of:

3.9 acres in the middle of 12 acres in the E 1/2 of the  
NE 1/4 of the SE 1/4 of Section 9, T.3S.-R.4W.  
of the 3<sup>rd</sup> PM in Washington County, Illinois

from Ag. to Rural Residential (R-1) to permit:

Rural Residential uses

and

WHEREAS, the Zoning Board of Appeals has recommended the  X  Approval,   Denial, the County Board of Washington County  concurs  in the aforesaid findings and recommendations; and

NOW THEREFORE, BE IT ORDAINED by the County Board of Washington County, Illinois for a Zoning Map Amendment to change the Zone District Classification of the above-described property from Ag. to R-1. to be  X  Granted   Denied.

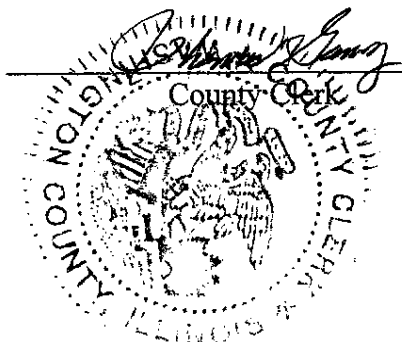
ADOPTED this 12th day of June, 2012.

Aye  14

Nay  0

Abstain  0

Attest:



*David A. Meyer*  
County Board Chairman

Exhibit "G"



**WASHINGTON COUNTY SEARCH AND RESCUE****Washington County Search and Rescue Guidelines****1. OBJECTIVE**

To establish a guideline to outline the processes and protocol before, during, and after the event a search and rescue incident is required.

**2. SCOPE**

This guideline applies to all activities performed during a search and rescue response as requested by Washington County Law Enforcement/Fire Officials.

**3. DEFINITIONS**

**Search and Rescue:** The search for and provision of aid to people who are in distress or imminent danger.

**Search and Rescue Personnel:** Trained and approved personnel affiliated with the Washington County Search and Rescue Team.

**Incident Commander:** The person responsible for all aspects of an emergency response; including quickly developing incident objectives, managing all incident operations, application of resources as well as responsibility for all persons involved. The IC will also determine the use of additional Non-Search and Rescue personnel if he or she so chooses to do so.

**Liason:** The person that works between two or more organizations to communicate and coordinate activities.

**Safety Officer:** The person designated by the Incident Commander that is in charge of all safety issues for the search. (Includes setting up the Command perimeter and security).

**Unit Leader:** The person designated by the Incident Commander to be in charge of the 5-person unit.

**Unit:** The 5-person group (4 searchers and a Unit Leader) used by Washington County Search and Rescue that does the actual searching of a designated search area.

**Communications Officer:** The person designated by the Incident commander, who is responsible for communicating directly with the unit leaders during training and incidents.

**Training Officer:** The person in charge of search and rescue training.

**Public Information Officer:** The person who provides information to the media and public as required by law and according to the policies of Washington County Search and Rescue.

**Mobile Incident Command Center:** Emergency vehicle known as "The Bus" that provides centralized command for during a search. This unit is also used to monitor and listen to the media and the public, respond to inquiries, shelter, power, light, and synthesize opinions to determine the best course of action.

#### 4. RESPONSIBILITIES

- 4.1. Search and Rescue Policy and Procedure Committee is responsible for maintaining and managing the processes described in this Operating Guideline.
- 4.2. Search and Rescue personnel are responsible for following the steps and safety guidelines described in this Operating Guideline.
- 4.3. Washington County Dispatch (WCD) is responsible for contacting the Incident Commander, dispatching and disseminating the appropriate agencies, organizations, and information. WCD is also responsible for advising if canine unit has been contacted and available.
- 4.4. Law Enforcement is responsible for scene security, safety, information control, and canine unit based on availability.
- 4.5. Washington County Ambulance Service is responsible for responding to a dispatched search and rescue incident and providing any necessary available services.
- 4.6. District Fire Departments are responsible for providing additional members to assist the Search and Rescue Team when an incident is located in their district.

#### 5. SAFETY

- 5.1. All Search and Rescue Personnel are required to follow the safety requirements outlined below.
  - 5.1.1. Always wear appropriate apparel and equipment.
  - 5.1.2. Wear long pants
  - 5.1.3. Safety glasses and/or goggles should be worn as appropriate
  - 5.1.4. Wear closed toe shoes
  - 5.1.5. Keep gloves available
  - 5.1.6. Wear reflective safety vests
  - 5.1.7. Working flashlight
  - 5.1.8. Portable Radio (Unit Leader)
  - 5.1.9. See **Attachment 1** for suggested equipment

#### 6. GUIDELINE

## DISPATCHING AND ESTABLISHING INCIDENT COMMAND

- 6.1 In the event Washington County Dispatch is made aware of a potential search and rescue incident, WCD will call an Incident Commander on the provided call list.
- 6.2 Once the Incident Commander has been contacted by WCD, the IC will determine whether or not a search and rescue is valid.
- 6.3 If valid, the IC will request WCD to dispatch WCS&R as outlined in 6.4.
  - 6.3.1 WCS&R responding members are as follows:
    - 6.3.1.1 All Washington County Fire Department S&R members
    - 6.3.1.2 Washington County Ambulance Service
    - 6.3.1.3 St. Libory Fire Department (Call CENCOM)
- 6.4 WCD will dispatch the following message: **“Attention Washington County Search and Rescue MEMBERS. Incident Command has been established through (NAME). Please respond to (LOCATION OF INCIDENT) for search and rescue.”**

## ESTABLISHING INCIDENT COMMAND POST (ICP) (ON SCENE)

- 6.5 Establish an on-scene incident commander for the search and rescue by utilizing the first arriving Team Leader. This IC will assign second in command “Liason” and all applicable subordinate positions. The IC or a designated member will gather appropriate information regarding the subject.
- 6.6 IC will designate the Safety Officer to secure the ICP with means such as barricades, barricade tape, and/or law enforcement. Special means must be considered when determining the properly secured area. Example: Staging additional search and rescue resources, media and press.
- 6.7 IC will communicate with WCSD on availability of canine unit and determine next steps.
- 6.8 Establish and maintain sign in “Accountability” for all members, including all agencies other than Washington County Search and Rescue.
- 6.9 Organize Unit Leaders and search units. Assign each unit a number and record for Incident Command. IC will brief each Unit Leader on victim (clothing, sex, age, name, special needs) and incident situation.
- 6.10 Establish search areas and assign units to the dedicated areas. If IC determines a “hasty search” is warranted, an established team will perform the search.
- 6.11 While the hasty search is being conducted, commence search.
- 6.12 Unit Leader will contact Communications Officer every 15 minutes or when dedicated search area is complete. Once a unit completes a dedicated area, the unit leader will receive further instructions from the IC to proceed to another search area or return to Incident Command Post.
- 6.13 IC and Unit Leaders will determine duration of search.

**COMPLETION OF SEARCH**

**NOTE: IF VICTIM IS LOCATED, THE UNIT LEADER WILL REPORT TO THE IC. THE IC WILL CONTACT QUALIFIED PERSONNEL TO RESPOND TO THE VICTIMS LOCATION.**

- 6.14 IC is responsible for termination of search either upon finding of victim or cancellation of search.
- 6.15 IC will contact all Unit Leaders on MABAS RED to return to ICP for debriefing and sign out. IC can also determine if additional/different radio frequencies are warranted.
- 6.16 IC will begin debriefing when all team members are accounted for.
- 6.17 Any team member will report any injury or illness to the IC. IC will document.
- 6.18 IC will notify WCD that the search and rescue incident has been terminated.
- 6.19 WCD will dispatch the following message for a SEARCH TERMINATION:  
"Attention Washington County Search and Rescue Members. All Search and Rescue operations have been terminated.

**BE AWARE THAT COMMAND IS RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL INVOLVED IN ANY SEARCH AND RESCUE INCIDENT.**

**7. REFERENCES & ATTACHMENTS**

N/A

**8 APPROVAL**

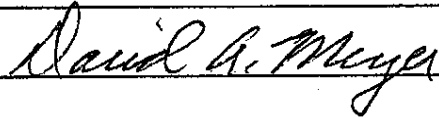
- Rick Greten S&R** \_\_\_\_\_
- Washington Co. Sherriff** \_\_\_\_\_
- Ambulance Admin.** \_\_\_\_\_
- Ashley FD Chief** \_\_\_\_\_
- Hoyleton FD Chief** \_\_\_\_\_
- Irvington FD Chief** \_\_\_\_\_
- Nashville FD Chief** \_\_\_\_\_
- Okawville FD Chief** \_\_\_\_\_
- Addieville FD Chief** \_\_\_\_\_
- St. Libory FD Chief** \_\_\_\_\_

Coulterville FD Chief \_\_\_\_\_

Tilden FD Chief \_\_\_\_\_

Marissa FD Chief \_\_\_\_\_

County Board Chairman \_\_\_\_\_



## ATTACHMENT 1

### Suggested Equipment-

- work gloves
- whistle
- water/canteen
- hat/cap
- rear collar light
- latex gloves
- long pants
- compass
- insect repellent
- high energy snacks
- flagging/paint
- walking stick
- GPS
- cell phone
- County map(s)