

**COMMONWEALTH OF KENTUCKY  
ENERGY AND ENVIRONMENT CABINET  
FILE NO. DOW – 34081 & 34128**

ENERGY AND ENVIRONMENT CABINET

PLAINTIFF

and

APPALACHIAN VOICES, INC. et. al.

INTERVENORS

v.

FRASURE CREEK MINING, LLC

DEFENDANT

**AND  
FILE NOS.**

PAC/BFA-45713	PAC/PAH-46113	PACPAH-46196	PAC-45737
PAC/BFA-45715	PAC/PAH-46123	PACPAH-46416	PAC-45740
PAC/BFA-45716	PAC/PAH-46143	PAC-43856	PAC-45741
PAC/BFA-45738	PAC/PAH-46144	PAC-43911	PAC-45742
PAC/BFA-45739	PAC/PAH-46147	PAC-43913	PAC-45744
PAC/BFA-45834	PAC/PAH-46195	PAC-43914	PAC-45745
PAC/BFA-45857	PAC/PAH-46197	PAC-43915	PAC-45790
PAC/BFA-45965	PAC/PAH-46198	PAC-43916	PAC-45887
PAC/BFA-46142	PAC/PAH-46215	PAC-43943	PAC-45929
PAC/PAH-46032	PAC/PAH-46228	PAC-44061	PAC-45989
PAC/PAH-46034	PAC/PAH-46229	PAC-44062	PAC-45990
PAC/PAH-46035	PAC/PAH-46247	PAC-44064	PAC-45991
PAC/PAH-46036	PAC/PAH-46255	PAC-44103	PAC-45992
PAC/PAH-46038	PAC/PAH-46295	PAC-44164	PAC-45993
PAC/PAH-46059	PAC/PAH-46321	PAC-44291	PAC-45994
PAC/PAH-46069	PAC/PAH-46339	PAC-44325	PAC-45995
PAC/PAH-46073	PAC/PAH-46341	PAC-44344	PAC-46007
PAC/PAH-46087	PAC/PAH-46389	PAC-44715	PAC-46009
PAC/PAH-46088	PAC/PAH-46390	PAC-44723	PAC-46010
PAC/PAH-46089	PAC/PAH-46415	PAC-44804	PAC-46011
PAC/PAH-46096	PAC/PAH-46426	PAC-44818	PAC-46012
PAC/PAH-46098	PAC/PAH-46427	PAC-45217	PAC-46013
PAC/PAH-46104	PAC/PAH-46438	PAC-45244	PAC-46031
PAC/PAH-46105	PAC/PAH-46439	PAC-45567	PAC-46050
PAC/PAH-46106	PAC/PAH-46440	PAC-45712	PAC-46070
PAC/PAH-46108	PAC/PAH-46467	PAC-45718	PAC-46103

PAC-46152	PAC-46370	PAC-46526	PAC-46596
PAC-46155	PAC-46443	PAC-46527	PAC-46597
PAC-46156	PAC-46448	PAC-46549	PAC-46601
PAC-46171	PAC-46449	PAC-46550	PAC-46606
PAC-46183	PAC-46486	PAC-46568	PAC-46614
PAC-46184	PAC-46489	PAC-46571	PAC-46618
PAC-46189	PAC-46493	PAC-46581	PAC-46644
PAC-46190	PAC-46494	PAC-46583	PAC-46650
PAC-46230	PAC-46507	PAC-46593	PAC-46666
PAC-46340	PAC-46525	PAC-46594	

#### PERMIT NOS.

860-9014	836-5582	860-0470	836-0394
836-8072	836-5526	860-0470	836-0393
836-8071	836-5524	860-0469	836-0391
836-8066	898-0866	860-0468	813-0350
897-8049	898-0865	860-0467	813-0350
897-8048	860-0506	897-0503	813-0321
836-7015	897-0527	897-0500	836-0326
877-7006	897-0526	897-0499	877-0210
836-5586	897-0525	897-0497	877-0209
836-5584	897-0524	836-0396	877-0200
836-5583	897-0523	836-0395	877-0177

#### NON-COMPLIANCE NOS.

53-4846	43-4246	43-3729	63-3614
53-4841	43-4242	43-3718	63-3613
53-4838	43-4195	43-3695	63-3612
43-4773	53-4113	63-3700	63-3611
43-4647	53-4096	63-3699	63-3610
43-4643	53-4095	63-3697	63-3609
43-4468	53-4065	43-3664	43-3557
43-4417	53-4064	43-3645	43-3556
43-4397	43-4030	43-3644	63-3576
43-4396	53-4021	63-3635	63-3571
43-4394	53-4000	63-3617	43-3524
43-4292	53-3966	63-3616	43-3519
43-4290	53-3876	63-3615	43-3501

63-3511	63-3210	63-2974	63-2485
43-3466	63-3206	63-2972	43-2391
63-3456	63-3205	63-2971	43-2389
63-3449	63-3190	63-2967	63-2397
63-3448	63-3189	63-2966	63-2388
63-3441	63-3188	63-2965	63-2298
63-3440	43-3161	63-2964	63-2260
63-3430	63-3175	43-2915	63-2259
63-3426	63-3174	63-2933	43-2225
63-3391	63-3150	43-2895	43-2197
63-3380	63-3143	63-2900	43-2196
63-3346	63-3140	43-2866	43-2140
63-3345	43-3115	43-2828	63-2154
63-3344	43-3077	63-2827	43-2132
63-3343	43-3060	63-2826	43-2025
43-3283	63-3072	63-2823	43-1998
63-3290	63-3071	63-2821	63-2010
43-3267	63-3063	63-2820	63-2009
63-3285	43-3042	43-2799	63-2008
43-3265	63-3061	63-2818	43-1853
63-3284	43-3041	63-2817	43-1831
63-3282	43-3037	53-2796	43-1732
63-3266	63-3050	63-2798	63-1659
63-3255	63-3044	43-2778	43-1600
63-3253	63-3033	63-2797	43-1592
63-3252	63-3023	63-2796	63-1369
63-3251	63-3021	63-2789	43-1280
63-3250	63-3013	63-2777	43-1276
63-3240	43-2988	43-2704	63-1294
63-3238	43-2978	43-2631	43-1255
63-3237	63-2990	63-2636	43-1042
63-3235	53-2974	63-2630	43-0151
63-3234	63-2982	63-2578	
63-3227	63-2980	63-2564	
63-3211	63-2978	63-2486	

**CESSATION ORDER NOS.**

FA 43-0223	FA 43-0532	FA 43-0613	FA 43-0626
FA 43-0224	FA 43-0533	FA 43-0614	FA 43-0746
FA 43-0530	FA 43-0603	FA 43-0615	FA 43-0747
FA 43-0531	FA 43-0612	FA 43-0616	FA 43-0748

FA 43-0749	FA 43-1683	FA 63-0705	FA 63-0917
FA 43-0750	FA 53-0596	FA 63-0706	FA 63-0923
FA 43-0817	FA 53-0683	FA 63-0707	FA 63-0924
FA 43-0884	FA 53-0705	FA 63-0709	FA 63-0926
FA 43-0920	FA 53-0730	FA 63-0710	FA 63-0928
FA 43-0942	FA 53-0731	FA 63-0711	FA 63-0930
FA 43-1030	FA 53-0732	FA 63-0712	FA 63-0933
FA 43-1031	FA 53-1279	FA 63-0713	FA 63-0934
FA 43-1047	FA 53-1354	FA 63-0714	FA 63-0936
FA 43-1048	FA 53-1399	FA 63-0715	FA 63-1017
FA 43-1049	FA 53-1400	FA 63-0764	FA 63-1067
FA 43-1366	FA 53-1401	FA 63-0831	FA 63-1068
FA 43-1393	FA 63-0043	FA 63-0832	FA 63-1125
FA 43-1394	FA 63-0403	FA 63-0839	FA 63-1126
FA 43-1395	FA 63-0404	FA 63-0847	FA 63-1127
FA 43-1396	FA 63-0405	FA 63-0848	FA 63-1128
FA 43-1397	FA 63-0407	FA 63-0849	FA 63-1129
FA 43-1453	FA 63-0408	FA 63-0850	ID 43-0525
FA 43-1471	FA 63-0409	FA 63-0853	ID 43-0580
FA 43-1500	FA 63-0413	FA 63-0863	ID 43-1364
FA 43-1606	FA 63-0543	FA 63-0902	ID 63-0852
FA 43-1610	FA 63-0653	FA 63-0903	ID 63-0864
FA 43-1611	FA 63-0704	FA 63-0904	ID 63-0918

**AGREED ORDER**

\* \* \* \* \*

**WHEREAS**, the Plaintiff, the Energy and Environment Cabinet, (hereinafter “Cabinet”), is charged with the statutory duty of enforcing KRS Chapters 224 and 350 and the regulations adopted pursuant thereto. The Cabinet discharges its duties through its Department of Environmental Protection (hereinafter “DEP”) and Department for Natural Resources (hereinafter “DNR”);

**WHEREAS**, Frasure Creek Mining, LLC (hereinafter “Frasure Creek”) is a Kentucky limited liability company with a principal office address of P.O. Box 100, Oak Hill, WV 25901, and its registered agent is National Corporate Research, LTD., 828 Lane Allen Road, STE 219,

Lexington, KY 40504. Frasure Creek was administratively dissolved on September 12, 2015, but at all times pertinent to these actions was authorized to conduct coal mining operations in the Commonwealth of Kentucky, and at all times pertinent to these actions transacted business in the Commonwealth of Kentucky. Per the records of the Kentucky Secretary of State, Frasure Creek's sole member is Trinity Coal Corporation.

**WHEREAS**, Trinity Coal Corporation (hereinafter "Trinity Coal") is a Delaware limited liability company with a principal office address of P.O. Box 100, Oak Hill, WV 25901, and its registered agent is National Corporate Research, LTD., 828 Lane Allen Road, STE 219, Lexington, KY 40504. Trinity Coal's certificate of authority to transact business in Kentucky was revoked on September 12, 2015.

**WHEREAS**, New Trinity Coal, Inc., (hereinafter "New Trinity") is a Delaware Corporation with a mailing address of P.O. Box 100, Oak Hill, WV 25901, and its registered agent is Corporation Service Company, 209 West Washington Street, Charleston, WV 25302. New Trinity is not registered to conduct business in Kentucky. Pursuant to the approved and implemented plan of reorganization in Eastern District of Kentucky Bankruptcy Court Case 13-50364-tnw, New Trinity purchased 100% of the Trinity Coal stock which included 100% of the reorganized interests of Frasure Creek.

**WHEREAS**, Appalachian Voices, Inc., Waterkeeper Alliance, Inc., Kentuckians For The Commonwealth, Inc., Kentucky Riverkeeper, Inc., and the Sierra Club (hereinafter "Intervenors") are non-governmental organizations organized pursuant to the laws of North Carolina, New York, Kentucky, Kentucky and California respectively. Intervenors were granted full intervention in the

administrative actions File Nos. DOW-34081 and 34128 pursuant to 401 KAR 100:010.

**WHEREAS**, the parties to this Agreed Order, the Cabinet, Frasure Creek, Trinity Coal, New Trinity, and Intervenors (hereinafter collectively the “Parties”) state:

**STATEMENTS OF FACT**

1. At all times pertinent to this Agreed Order, Frasure Creek was authorized to conduct coal mining operations in Kentucky through permits issued by the DNR’s Division of Mine Permitting (hereinafter “Mine Permits”) and was authorized to discharge certain quantities of pollutants into the waters of the Commonwealth from its mining operations pursuant to Kentucky Pollution Discharge Elimination System (hereinafter “KPDES”) permits issued by the DEP’s Division of Water (hereinafter “KPDES Permits”).

2. On December 3, 2010, the Cabinet initiated Franklin Circuit Court Case 10-CI-1867 alleging Frasure Creek committed numerous violations of KRS 224.70-110 and the regulations promulgated pursuant thereto. Several of the Intervenors intervened in that case and challenged a proposed consent judgment tendered by the Cabinet and Frasure Creek. No final judgment on the violations has been entered therein, and the matter is currently pending before the Kentucky Court of Appeals as Case No. 2014-CI-002091.

3. On August 26, 2011, the Cabinet initiated an administrative action on File No. DOW - 33597 alleging Frasure Creek committed numerous additional violations of KRS 224.70-110 and the regulations promulgated pursuant thereto. Several of the Intervenors intervened in that action. On April 16, 2013, the Cabinet and Frasure Creek entered into an Agreed Order resolving File No. DOW-33597 over the objections of the participating Intervenors. The participating Intervenors

instituted Franklin Circuit Case 13-CI-584 to challenge the entry of the Agreed Order. That action is currently pending before the Kentucky Court of Appeals as Case No. 2014-CI-002075.

4. Following reviews of Frasure Creek's discharge monitoring reports (hereinafter "DMRs") required by the KPDES Permits to be submitted to the Cabinet, authorized representatives of the DEP's Division of Enforcement identified violations related to submission of DMRs, the accuracy of the DMRs, and discharges from Frasure Creek's mining operations. The Cabinet issued Notices of Violations (hereinafter "NOVs") on December 5, 2014; December 8, 2014; December 9, 2014; December 11, 2014; December 17, 2014; December 19, 2014; January 5, 2015, February 6, 2015, July 27, 2015, August 10, 2015, and October 7, 2015 citing the violations of KRS 224.70-110 and the regulations promulgated pursuant thereto. A table summarizing the violations cited in the NOVs is appended hereto as Appendix A.

5. Except for violations associated with Mine Permit Nos. 860-0469, 860-0470, 860-0468, 897-0499, 860-9014, 860-0506, 813-0321, 813-0350, and 860-0467 and the KPDES Permits associated therewith (hereinafter the "Star Fire Permits"), Frasure Creek admits it violated KRS 224.70-110 and the regulations promulgated pursuant thereto as described by, identified in, and/or alleged in the cases and the NOVs identified in Paragraph Nos. 2 through 4 above, and acknowledges that its facilities were in violation of KRS Chapter 224 and the regulations promulgated pursuant thereto and of Frasure Creek's KPDES Permits.

6. In the course of its regular inspections of Frasure Creek's permits, the authorized inspectors for DNR's Division of Mine Reclamation and Enforcement issued multiple Notices of Non-Compliance (hereinafter "NCs") and Cessation Orders (hereinafter "COs") for violations of

KRS Chapter 350 and the regulations promulgated pursuant thereto. A table summarizing of the outstanding NCs and COs is appended hereto as Appendix B.

7. Except for NCs and COs associated with the Star Fire Permits, Frasure Creek admits to the violations described by the NCs and COs identified in Appendix B and Paragraph No.6 above, and acknowledges that its permits were in violation of KRS Chapter 350 and the regulations promulgated pursuant thereto.

8. On November 12, 2015, Frasure Creek successfully transferred all of its Mine Permits in to a third party and neither Frasure Creek, Trinity Coal, nor New Trinity have any mining operations in Kentucky. As a result of the transfer, any unabated NCs and COs from Frasure Creek's mines were deemed non-correctable and are subject to penalty assessment.

**NOW THEREFORE**, in the interest of settling all civil claims and controversies involving the violations admitted to and alleged above, the Parties hereby consent to the entry of this Agreed Order and agree as follows:

#### **PENALTIES**

9. Frasure Creek shall be assessed a total civil penalty in the amount of Six Million Dollars (\$6,000,000), for the violations of KRS 224.70-110 and the regulations promulgated pursuant thereto, the KPDES permits, and the NCs and COs admitted to and/or alleged above, and for like violations associated with the second and third quarter 2015 DMRs, DMRs through November 2015, and non-assessed NCs (hereinafter "Resolved Violations"). The \$6,000,000 penalty assessed hereby shall be in addition to any penalty previously tendered by Frasure Creek to the Cabinet in settlement of any of the claims identified hereinabove. The \$6,000,000 penalty



assessed hereby shall not be offset by any amounts previously paid to the Cabinet and any penalty previously paid shall not be reimbursable. The Parties agree that the assessed of \$6,000,000 penalty constitutes a negotiated penalty for the Resolved Violations which is less than the maximum statutory penalty for the Resolved Violations. Frasure Creek and the Cabinet agree that the admitted violations resolved by this Agreed Order may be used for history points, pattern of violation determinations, or both, pursuant to 405 KAR 7:095, and may be considered as a penalty factor in any future case against Frasure Creek for new violations of KRS Chapter 224 and the regulations promulgated pursuant thereto.

10. Frasure Creek agrees to pay and the Cabinet and Intervenors agrees to accept a reduced civil penalty for the Resolved Violations under the terms set forth in this Agreed Order. Frasure Creek shall pay Five Hundred Thousand Dollars (\$500,000) to the Cabinet with the return of this signed Agreed Order. Payment shall be in the form of a cashier's check made payable to "Kentucky State Treasurer" or by wire transfer pursuant to wiring instructions provided to Frasure Creek. The payment shall be equally allocated between DNR and DEP.

11. The penalties paid pursuant to this Agreed Order are not related to any NC, CO, NOV and/or other violation associated with the Star Fire Permits, however the penalties associated with the Star Fire Permits are being resolved by this Agreed Order. Nothing contained herein shall be deemed an admission by Frasure Creek that it caused or is otherwise responsible for any violation cited in any NC, CO, NOV and/or other violation associated with the Star Fire Permits and Frasure Creek and the Cabinet are entering into this Agreed Order to avoid further litigation and expense.

12. For and in consideration for the reduced civil penalty agreed to in Paragraph No. 10 of

this Agreed Order, the Parties agree that in the event Frasure Creek, Trinity Coal and/or New Trinity, their owners and controllers, as that term is defined in KRS Chapter 350, shall desire to conduct new mining or exploration operations which are subject to KRS Chapter 350 or obtain a KPDES permit subject to KRS Chapter 224, the entity, owner, or controller which desires to file an application for a permit for new mining or exploration operations or to file an application for a KPDES permit within the Commonwealth of Kentucky, shall remit to the Office of Administrative Hearings a payment in the amount of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00) in the form of a cashier's check, certified check, or money order on the date the new permit application is submitted to the Division of Mining Permits and/or Division of Water, said instrument to be held by the Cabinet pending permit review. Until and unless the above payment is paid and received by the Office of Administrative Hearings, the Division of Mining Permits and Division of Water shall not review any application for any such new permit. In the event the new permit application is not approved by the Division of Mining Permits and Division of Water or is withdrawn by the applicant, the Cabinet shall return the above referenced instrument to the applicant. No application fees paid pursuant to KRS Chapters 350 and 224, or the regulations pursuant thereto shall be refundable. After the withdraw and/or disapproval of the permit application and the return of the payment instrument pursuant to this paragraph, the same requirements set forth herein shall be applicable to any new submittal at a later date. Any payment made pursuant to this paragraph shall be equally allocated between DNR and DEP.

13. Persons identified as owners and controllers of Frasure Creek, Trinity Coal, and New Trinity shall have the right to challenge the determination that he/she was an owner or controller by

filing a petition in the Cabinet's Office of Administrative Hearings pursuant to KRS 224.10-420, 401 KAR 100:010 and/or 405 KAR 8:010 Section 24.

14. All Parties admit and agree that the settlement of the Resolved Violations under the terms of this Agreed Order is fair, reasonable, and in the public interest.

15. This Agreed Order shall be construed in accordance with the laws of the Commonwealth of Kentucky and venue shall lie in the Franklin Circuit Court.

### **MISCELLANEOUS PROVISIONS**

16. This Agreed Order addresses only those violations specifically described and/or identified above, and any NOV, NC or CO which was written or which could have been written prior to the date of this Agreed Order and which may have been inadvertently not placed on the lists attached hereto as Appendix A and Appendix B. Other than those matters resolved by entry of this Agreed Order, nothing contained herein shall be construed to waive or to limit any remedy or cause of action by the Cabinet based on statutes or regulations under its jurisdiction and Frasure Creek, Trinity Coal, and New Trinity reserve their defenses thereto. The Cabinet expressly reserves its right at any time to issue administrative orders and to take any other action it deems necessary that is not inconsistent with this Agreed Order, including the right to order all necessary remedial measures, assess penalties for violations, or recover all response costs incurred, and Frasure Creek, Trinity Coal, and New Trinity reserves their defenses thereto.

17. Frasure Creek waives its right to any hearing on the matters admitted and alleged herein. However, failure by Frasure Creek to comply strictly with any or all of the terms of this Agreed Order shall be grounds for the Cabinet to seek enforcement of this Agreed Order in Franklin

Circuit Court and to pursue any other appropriate administrative or judicial action under KRS Chapters 224 and 350 and the regulations promulgated pursuant thereto.

18. The Agreed Order may not be amended except by a written consent of all Parties. Frasure Creek may request an amendment by stating the reasons for the request in writing sent to the Director of Division of Enforcement at 300 Fair Oaks Lane, Frankfort, Kentucky 40601 and providing notice thereof to Intervenors. If the Parties agree to the request, the amended agreed order shall not affect any provision of this Agreed Order unless expressly provided in the amended agreed order.

19. The Cabinet does not, by its consent to the entry of this Agreed Order, warrant or aver in any manner that Frasure Creek's complete compliance with this Agreed Order will result in compliance with the provisions of KRS Chapters 224 and 350 and the regulations promulgated pursuant thereto.

20. The Cabinet agrees that payment of the amount stated in Paragraph 9 satisfies Frasure Creek's obligations to the Cabinet generated by the Resolved Violations and any assessments associated therewith, until such time as Frasure Creek, Trinity, New Trinity, or any of the companies' owners and controllers seek to file an application for a KPDES or SMCRA permit, at which point the obligations set forth in Paragraph 12 become operable. In no event shall any payment made pursuant to Paragraph 12 be considered unpaid civil penalties for any of the Resolved Violations identified hereinabove or as set forth in the appendices attached hereto.

21. This Agreed Order shall be of no force and effect unless and until it is entered by the Secretary or her designee as evidenced by her signature thereon. If this Agreed Order contains any

date by which Frasure Creek is to take any action or cease any activity, and the Secretary enters the Agreed Order after that date, then Frasure Creek is nonetheless obligated to have taken the action or ceased the activity by the date contained in this Agreed Order.

22. This Agreed Order may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

### **TERMINATION**

23. This Agreed Order shall terminate upon Frasure Creek's completion of all requirements described in this Agreed Order. Frasure Creek may submit written notice to the Cabinet and provide notice to Intervenors when it believes all requirements have been met. The Cabinet will notify the Parties in writing of whether it intends to agree with or object to termination. The Cabinet reserves its right to enforce this Agreed Order, and Frasure Creek reserves its right to file a petition for hearing pursuant to KRS 224.10-420(2) contesting the Cabinet's determination.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**AGREED TO BY:**

FRASURE CREEK MINING LLC

By: New Trinity Coal, Inc.

Its: Sole Member

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

Rakesh Kapur

Its: Chief Financial Officer

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

TRINITY COAL CORPORATION

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

Rakesh Kapur

Its: Chief Financial Officer

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

NEW TRINITY COAL, INC.

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

Rakesh Kapur

Its: Chief Financial Officer

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

\_\_\_\_\_  
Charles J. Baird, Esq.  
Co-Counsel for Frasure Creek Mining LLC,  
Trinity Coal Corporation and New Trinity  
Coal, Inc.

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

\_\_\_\_\_  
Billy Shelton, Esq.  
CO-Counsel for Frasure Creek Mining LLC,  
Trinity Coal Corporation and New Trinity  
Coal, Inc.

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

**AGREED TO BY:**

\_\_\_\_\_, for Appalachian Voices, Inc., \_\_\_\_\_  
Date

\_\_\_\_\_, for Waterkeepers Alliance, Inc. \_\_\_\_\_  
Date

\_\_\_\_\_, for Kentuckians for the  
Commonwealth, Inc \_\_\_\_\_  
Date

\_\_\_\_\_, for Kentucky Riverkeeper, Inc., \_\_\_\_\_  
Date

\_\_\_\_\_, for Sierra Club \_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Varson Cromer, Attorney for Intervenors  
Appalachian Citizens Law Center \_\_\_\_\_  
Date

**APPROVAL RECOMMENDED BY:**

---

Daniel Clark Cleveland, Attorney,  
Office of General Counsel

---

Date

---

R. Bruce Scott, Commissioner  
Department for Environmental Protection

---

Date

---

Sandra M. Gruzesky, Deputy Commissioner  
Department for Natural Resources

---

Date

---

C. Michael Haines, Executive Director  
Office of General Counsel

---

Date

**HAVE SEEN**

---

Elizabeth A. Heilmann, Hearing Officer  
Office of Administrative Hearings

---

Date



**ORDER**

Wherefore, the foregoing Agreed Order is entered as the final Order of the Energy and Environment Cabinet this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ENERGY AND ENVIRONMENT CABINET

\_\_\_\_\_  
LEONARD K. PETERS, SECRETARY

**CERTIFICATE OF SERVICE**

I hereby certify that a true and accurate copy of the foregoing **AGREED ORDER** was mailed, postage prepaid, to the following this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Mr. Billy Shelton, Esq.  
Jones, Walters, Turner, and Shelton PLLC  
2452 Sir Barton Way, STE 100  
Lexington, KY 40509-2541  
*Counsel for Defendants*

Ms. Mary Varson Cromer, Esq.  
Appalachian Citizens Law Center  
317 Main Street  
Whitesburg, KY 41858  
*Counsel for Intervenors*

**and mailed, messenger to:**

Mr. David Baird, Esq.  
Mr. Charles Baird, Esq.  
Baird & Baird PSC  
P.O. Box 351  
Pikeville, KY 41502  
*Counsel for Defendants*

Mr. Daniel Clark Cleveland, Esq.  
Mr. Lance C. Huffman, Esq.  
Ms. Kathleen M. Saunier, Esq.  
Office of General Counsel  
2 Hudson Hollow RD  
Frankfort, Kentucky 40601

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DOCKET COORDINATOR

Distribution:  
Dept. for Natural Resources, Division of Mine Reclamation and Enforcement  
Dept. of Environmental Protection, Division of Enforcement