



Illinois Power Resources Generating, LLC  
1500 Eastport Plaza Dr.  
Collinsville, IL 62234

June 6, 2024

Illinois Environmental Protection Agency  
DWPC – Permits MC #15  
Attn: Part 845 Coal Combustion Residual Rule Submittal  
1021 North Grand Avenue East  
Springfield, IL 62794

Re: Notification to Owners and Residents of Exceedance of Boron and Sulfate in Groundwater  
Edwards Power Plant Ash Pond  
Compliance with 35 I.A.C. § 845.650(d)(2)

While conducting groundwater sampling, Illinois Power Resources Generating, LLC (IPRG) identified exceedances of the boron and sulfate groundwater protection standards at the Edwards Power Plant facility that may be potentially migrating offsite. In accordance with 35 I.A.C. § 845.650(d)(1), IPRG initiated efforts to delineate the plume and in May of 2022, pursuant to 35 I.A.C. § 845.650(d)(2), we notified all persons who own the land or reside on the land directly overlying the potential off-site plume. Five properties were initially identified as potentially overlying the plume, and the owners and residents of those properties were sent the letters included with this correspondence. In addition to providing notice of the potential plume location, IPRG requested permission to access the properties to install additional groundwater monitoring wells to confirm the extent of the plume.

The company will post this correspondence along with the attached letter to its publicly accessible internet site as required by 35 I.A.C. § 845.650(d)(2): <https://www.luminant.com/ccr/illinois-ccr/>.

If you should have any questions regarding the enclosed information or desire additional information, please contact Rhys Fuller at (618) 975-1799 or [rhys.fuller@vistracorp.com](mailto:rhys.fuller@vistracorp.com).

Sincerely,

A handwritten signature in blue ink, appearing to read "Phil Morris", is written over a light blue horizontal line.

Phil Morris  
Senior Director Environmental

**ILLINOIS POWER RESOURCES GENERATING, LLC**  
7800 S. Cilco Lane • Peoria, Illinois 61607

May 9, 2022

Tazewell & Peoria Railroad Inc.  
200 Meridian Centre Blvd.  
Ste 300  
Rochester, NY 14618

**VIA U.S. MAIL**

**Re: Parcel IDs 2011278001 & 2011402003**

Dear Neighbor:

The Edwards Power Plant, located at 7800 S. Cilco Lane, is retiring later this year. The Plant's accelerated retirement was in response to a settlement with third-party organizations. Illinois Power Resources Generating, LLC ("IPRG"), the entity that owns the Plant, is committed to facilitating an orderly retirement for our workers and being a good steward of the property.

As part of our diligence, groundwater monitoring stations recently installed near the plant's property boundary pursuant to the requirements of Illinois's new coal ash rule have detected elevated levels of boron in groundwater. The detected levels of boron at these groundwater monitoring stations exceeding the applicable state groundwater standard of 2.0 milligrams per liter (mg/L) range from 2.3 mg/L to 12 mg/L. We are notifying you because there is the potential that neighboring properties may also have elevated levels of boron in groundwater. ***Importantly, there is no indication that local drinking water has been impacted by the plant's operations.***

IPRG has notified the Illinois EPA of the elevated boron detections on its property and is working to gather additional data. As part of these efforts, IPRG requests permission for its consultants to access your property to install groundwater monitoring stations and conduct one or more groundwater sampling events.

Enclosed are two materials; "Graphic One" shows the Plant and adjacent properties where we would like to test, and "Graphic Two" shows where on your property we would like to install the monitoring stations. The location of the monitoring stations are not exact and may be modified based on access, utilities, and drilling logistics.

IPRG and its consultants will not access your property without your consent. All testing will be conducted at IPRG's expense, and you will be provided with a copy of the results of all data collected on your property. Once this investigation is complete, the monitoring station will be closed and abandoned in accordance with applicable requirements and the attached access agreement.

Please review the attached access agreement that would allow sampling to occur and, if you agree, return a signed copy to the following address:

Brad Watson  
Sr. Director, Community Affairs  
IPRG Community Relations Department  
7800 S. Cilco Lane  
Peoria, IL 61607  
[community.affairs@vistracorp.com](mailto:community.affairs@vistracorp.com)

Once we have received your signed access agreement, IPRG personnel will reach out to you to schedule monitoring station installation and sampling activities.

Information about the planned future development at the Edwards Plant site can be accessed at [www.renewillinoispower.com](http://www.renewillinoispower.com).

IPRG is committed to transparency and providing our longtime neighbors with updates during the closure and retirement process. If you have any questions, please contact our community affairs department at 214-812-5777 or [community.affairs@vistracorp.com](mailto:community.affairs@vistracorp.com).

Sincerely,

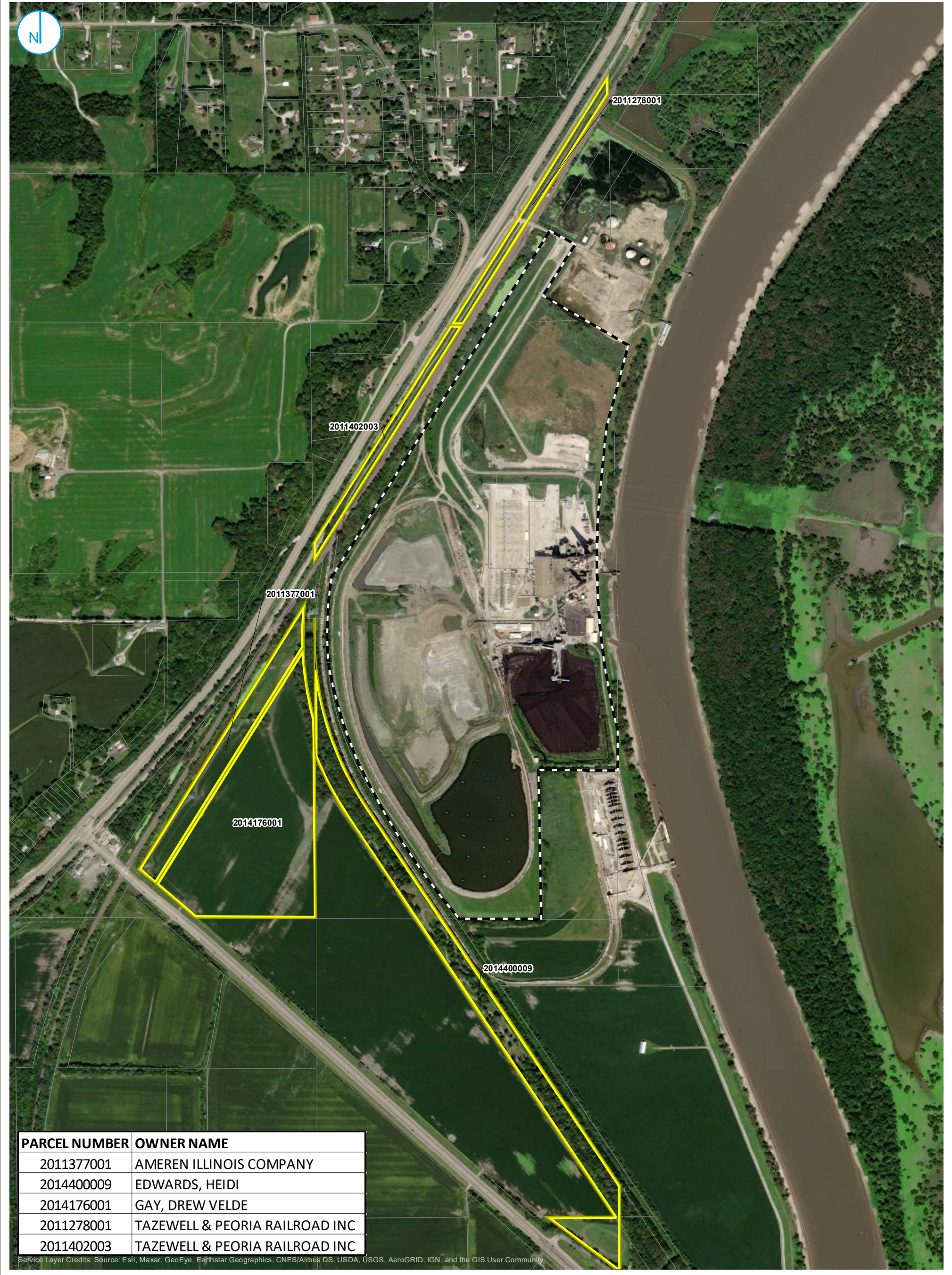
A handwritten signature in black ink, appearing to read 'Brad Watson', is positioned above the typed name.

Brad Watson  
Sr. Director, Community Affairs  
IPRG Community Relations Department  
7800 S. Cilco Lane  
Peoria, IL 61607  
214-812-5777  
[community.affairs@vistracorp.com](mailto:community.affairs@vistracorp.com)

Enclosures

CC: Illinois EPA





- PARCEL ACCESS
- PARCEL BOUNDARY
- PROPERTY BOUNDARY

ADJACENT PROPERTIES OVERVIEW

Graphic 1

0 400 800 Feet

ASH POND  
EDWARDS POWER PLANT  
BARTONVILLE, ILLINOIS

RAMBOLL AMERICAS  
ENGINEERING SOLUTIONS, INC.







- PROPOSED WELL LOCATION
- SUBJECT PARCEL
- BEDROCK CONFINING UNIT
- PARCEL BOUNDARY
- UPPERMOST
- PROPERTY BOUNDARY
- UPPER CONFINING UNIT

PROPOSED WELL LOCATION  
TAZEWELL & PEORIA RAILROAD INC  
PROPERTY

Graphic 2

RAMBOLL AMERICAS  
ENGINEERING SOLUTIONS, INC.



0 100 200  
Feet

BARTONVILLE, ILLINOIS



## ACCESS AGREEMENT

This Access Agreement (“Agreement”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Tazewell & Peoria Railroad, Inc. (“Owner”) and Illinois Power Resources Generating, LLC (“IPRG”), an Illinois corporation with its principal place of business at 601 Travis Street, Suite 1400, Houston, Texas 77002 (collectively, “the Parties” and each a “Party”).

WHEREAS, Owner represents that it owns Parcel Number 20-11-278-001, located at the following legal description: NE 1/4 SEC 11-7N-7E 5.75 AC 100' WIDE STRIP OF ABANDONED P&PU RR ROW ACROSS NE 1/4 SEC 11 (20-R/33-8) NON CARRIER REAL ESTATE SCHEDULE 537;

WHEREAS, Owner represents that it also owns Parcel Number 20-11-402-003, located at the following legal description: SE 1/4 SEC 11-7N-7E 4.63 AC IRREG STRIP OF ABANDONED P&PU RR ROW ACROSS SE 1/4 SEC 11 (20-R/33-7) NON CARRIER REAL ESTATE SCHEDULE 537 (both parcels collectively, the “Property”);

WHEREAS, IPRG is conducting certain environmental investigation activities at or around the retired Edwards Power Plant located at 7800 S Cilco Lane, Peoria, Illinois 61607;

WHEREAS, IPRG has contracted with Ramboll US Consulting Inc. (“Ramboll”) to perform the environmental investigation; and

WHEREAS, IPRG requests access to the Property to conduct certain groundwater investigation activities described below.

NOW THEREFORE, the Parties agree as follows:

1. Grant of Access. Owner permits IPRG, its consultants, and its contractors, including Ramboll, to enter the Property for the purposes of installing groundwater monitoring stations, located as depicted in the attached graphic, and collecting groundwater



samples from those groundwater monitoring stations and any existing groundwater well(s) from time to time. The locations of the proposed groundwater stations depicted in attached graphic are not exact and may be modified based on access, utilities, and drilling logistics and are intended to be on Owner's property. ("The Covered Activities.") Upon completion of the Covered Activities, which may include more than one sampling event, the Property will be restored pursuant to Paragraph 6. In the event IPRG wishes to propose activities in addition to the Covered Activities, IPRG shall provide Owner advanced written notice of such proposed additional actions and shall not undertake any such additional work until Owner has agreed to provide access for the additional work, the approval of which shall not be unreasonably withheld.

2. Pre-Investigation Obligations. IPRG shall give Owner not less than five (5) business days prior notice each time it plans to enter the Property to conduct the Covered Activities. Prior to commencing any sub-surface work at the Property, IPRG shall contact Illinois's Joint Utility Locating Information for Excavators ("JULIE") as well as any applicable local digger's hotline to receive clearance to commence work.
3. Compliance with Laws. IPRG and its agents, consultants, and contractors shall, in performing the Covered Activities, comply with all applicable laws, ordinances, and regulations.
4. Interference. IPRG and its agents, consultants, and contractors shall perform the Covered Activities in a manner that will not unreasonably interfere with the use of the Property by Owner.
5. Data and Sampling. IPRG agrees to timely provide Owner with the analytical results from any sampling conducted by IPRG at the Property.

6. Restoration of Property. To the extent feasible, IPRG shall restore all areas of the Property disturbed by the Covered Activities, including closing and abandoning any monitoring wells installed by IPRG as part of the Covered Activities, to its condition immediately prior to performance of the Covered Activities. The restoration activities will be completed within sixty (60) days after termination of this Agreement.
7. Indemnity. Owner shall not be liable to IPRG or IPRG's agents, consultants, or contractors for any personal injury, property damage, or loss of life or property caused by or arising out of the Covered Activities. Except as may result from the negligent or willful misconduct of Owner, or any officers, employees, agents, representatives of Owner, or from a breach of this Agreement by Owner, IPRG shall defend against, hold Owner harmless from, and indemnify Owner against any claim, loss, expense, or damage arising out of any negligent act or omission of IPRG or its agents, consultants, or contractors in performing the Covered Activities.
8. Applicable Law. The rights of the Parties under this Agreement shall be governed by the laws of the State of Illinois.
9. Notice. Notices, letters, and other written correspondence relating to this Agreement shall be directed to the respective Party as set forth below, or as modified by that Party by written notice:

For Illinois Power Resources Generating, LLC:

David Mitchell  
Vistra Corp.  
6555 Sierra Drive  
Irving, Texas 75039  
[David.Mitchell@vistracorp.com](mailto:David.Mitchell@vistracorp.com)  
(972) 556-6350



With a copy to:

Joshua R. More  
ArentFox Schiff LLP  
233 South Wacker Drive, Suite 7100  
Chicago, Illinois 60606  
[joshua.more@afslaw.com](mailto:joshua.more@afslaw.com)  
Phone: (312) 258-5769

For Owner:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

10. Assignment. This Agreement shall be binding on the Parties and their successors and assigns. No Party shall assign this Agreement without the consent of the other Party, and such consent shall not be unreasonably withheld.
11. Term. This Agreement shall terminate at the completion of the Covered Activities, unless extended by written agreement of the Parties. IPRG shall notify Owner in writing upon the completion of the Covered Activities.
12. Reservation of Rights. By entering into, and performing under, this Agreement, neither IPRG nor Owner waives any rights, claims, or defenses, nor makes any admission of liability or responsibility.

***[The Remainder of This Page Is Intentionally Left Blank]  
(signature page follows)***

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representative as follows:

**OWNER      TAZEWELL & PEORIA RAILROAD INC.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**ILLINOIS POWER RESOURCES GENERATING, LLC**

Signature: \_\_\_\_\_

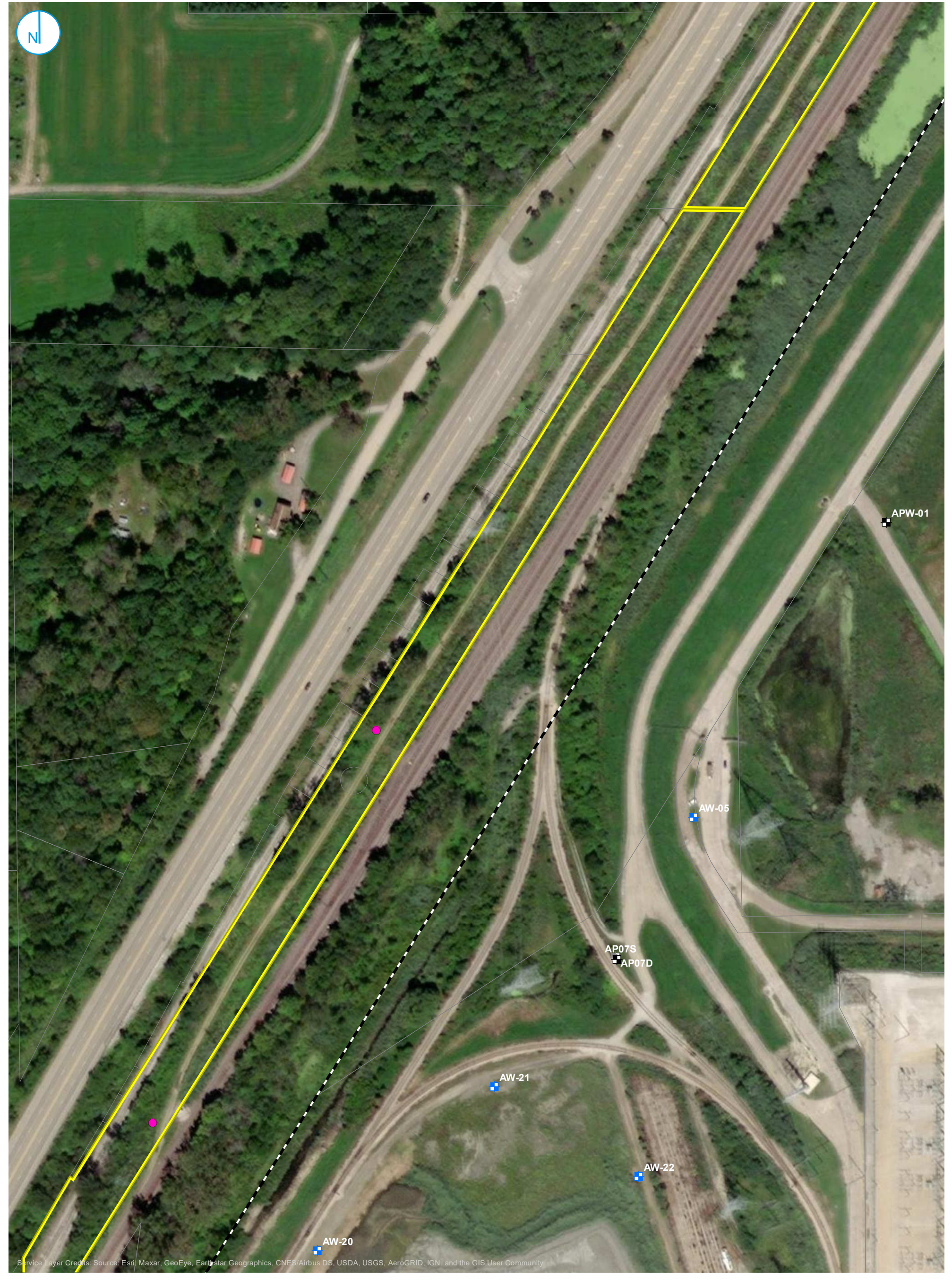
Name: \_\_\_\_\_

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

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

CH2:25866405.1





- PROPOSED WELL LOCATION
- SUBJECT PARCEL
- BEDROCK CONFINING UNIT
- PARCEL BOUNDARY
- UPPERMOST
- PROPERTY BOUNDARY
- UPPER CONFINING UNIT

PROPOSED WELL LOCATION  
TAZEWELL & PEORIA RAILROAD INC  
PROPERTY

Access Agreement  
Attached  
Graphic





**ILLINOIS POWER RESOURCES GENERATING, LLC**  
7800 S. Cilco Lane • Peoria, Illinois 61607

May 9, 2022

Ameren Illinois Company  
PO Box 66149  
MC 210  
St. Louis, MO 63166

**VIA U.S. MAIL**

**Re: Parcel ID 2011377001**

Dear Neighbor:

The Edwards Power Plant, located at 7800 S. Cilco Lane, is retiring later this year. The Plant's accelerated retirement was in response to a settlement with third-party organizations. Illinois Power Resources Generating, LLC ("IPRG"), the entity that owns the Plant, is committed to facilitating an orderly retirement for our workers and being a good steward of the property.

As part of our diligence, groundwater monitoring stations recently installed near the plant's property boundary pursuant to the requirements of Illinois's new coal ash rule have detected elevated levels of boron in groundwater. The detected levels of boron at these groundwater monitoring stations exceeding the applicable state groundwater standard of 2.0 milligrams per liter (mg/L) range from 2.3 mg/L to 12 mg/L. We are notifying you because there is the potential that neighboring properties may also have elevated levels of boron in groundwater. ***Importantly, there is no indication that local drinking water has been impacted by the plant's operations.***

IPRG has notified the Illinois EPA of the elevated boron detections on its property and is working to gather additional data. As part of these efforts, IPRG requests permission for its consultants to access your property to install a groundwater monitoring station and conduct one or more groundwater sampling events.

Enclosed are two materials; "Graphic One" shows the Plant and adjacent properties where we would like to test, and "Graphic Two" shows where on your property we would like to install the monitoring station. The location of the monitoring station are not exact and may be modified based on access, utilities, and drilling logistics.

IPRG and its consultants will not access your property without your consent. All testing will be conducted at IPRG's expense, and you will be provided with a copy of the results of all data collected on your property. Once this investigation is complete, the monitoring station will be closed and abandoned in accordance with applicable requirements and the attached access agreement.

Please review the attached access agreement that would allow sampling to occur and, if you agree, return a signed copy to the following address:

Brad Watson  
Sr. Director, Community Affairs  
IPRG Community Relations Department  
7800 S. Cilco Lane  
Peoria, IL 61607



[community.affairs@vistracorp.com](mailto:community.affairs@vistracorp.com)

Once we have received your signed access agreement, IPRG personnel will reach out to you to schedule monitoring station installation and sampling activities.

Information about the planned future development at the Edwards Plant site can be accessed at [www.renewillinoispower.com](http://www.renewillinoispower.com).

IPRG is committed to transparency and providing our longtime neighbors with updates during the closure and retirement process. If you have any questions, please contact our community affairs department at 214-812-5777 or [community.affairs@vistracorp.com](mailto:community.affairs@vistracorp.com).

Sincerely,

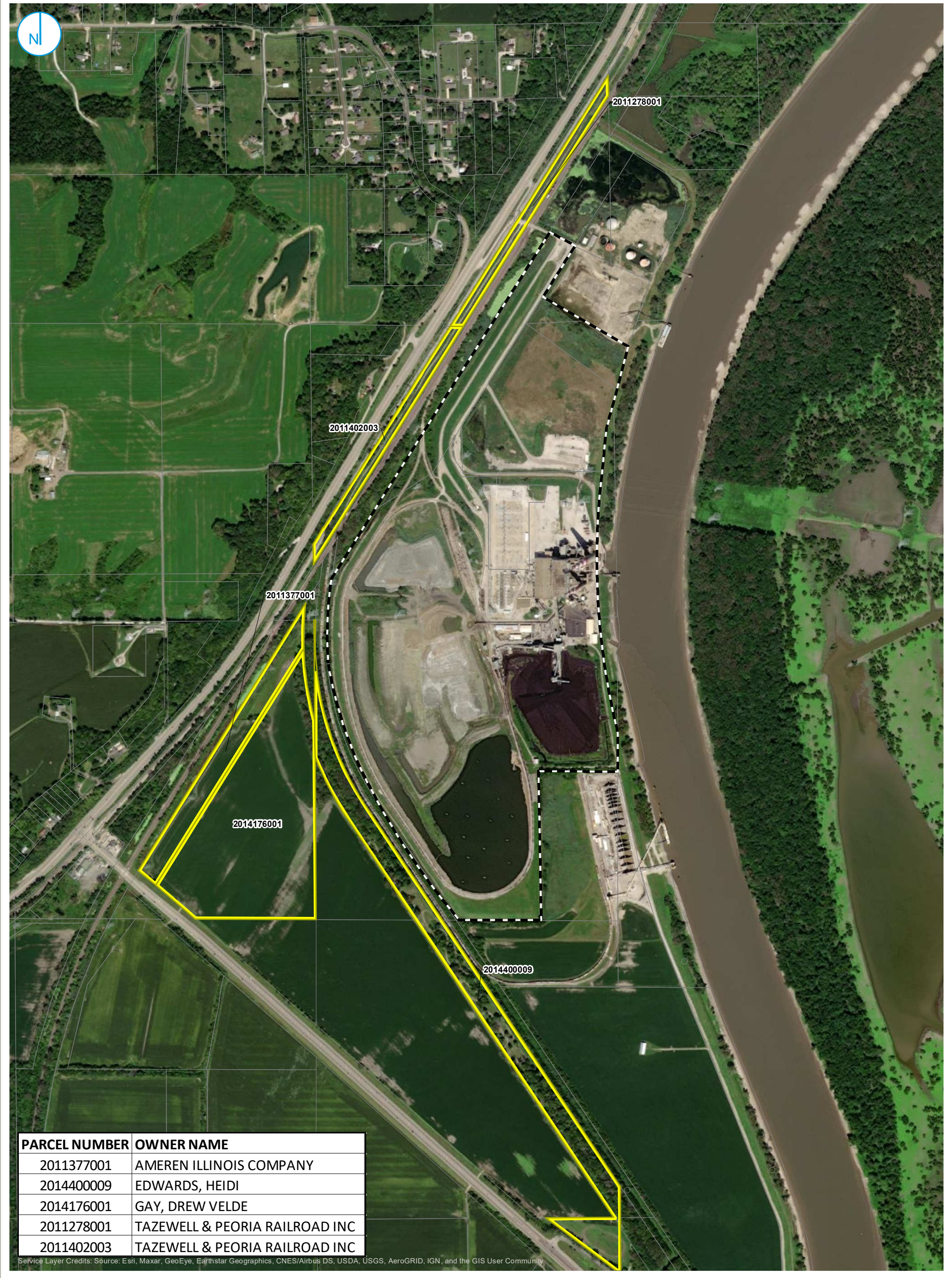


Brad Watson  
Sr. Director, Community Affairs  
IPRG Community Relations Department  
7800 S. Cilco Lane  
Peoria, IL 61607  
214-812-5777  
[community.affairs@vistracorp.com](mailto:community.affairs@vistracorp.com)

Enclosures

CC: Illinois EPA





- PARCEL ACCESS
- PARCEL BOUNDARY
- PROPERTY BOUNDARY

ADJACENT PROPERTIES OVERVIEW

Graphic 1

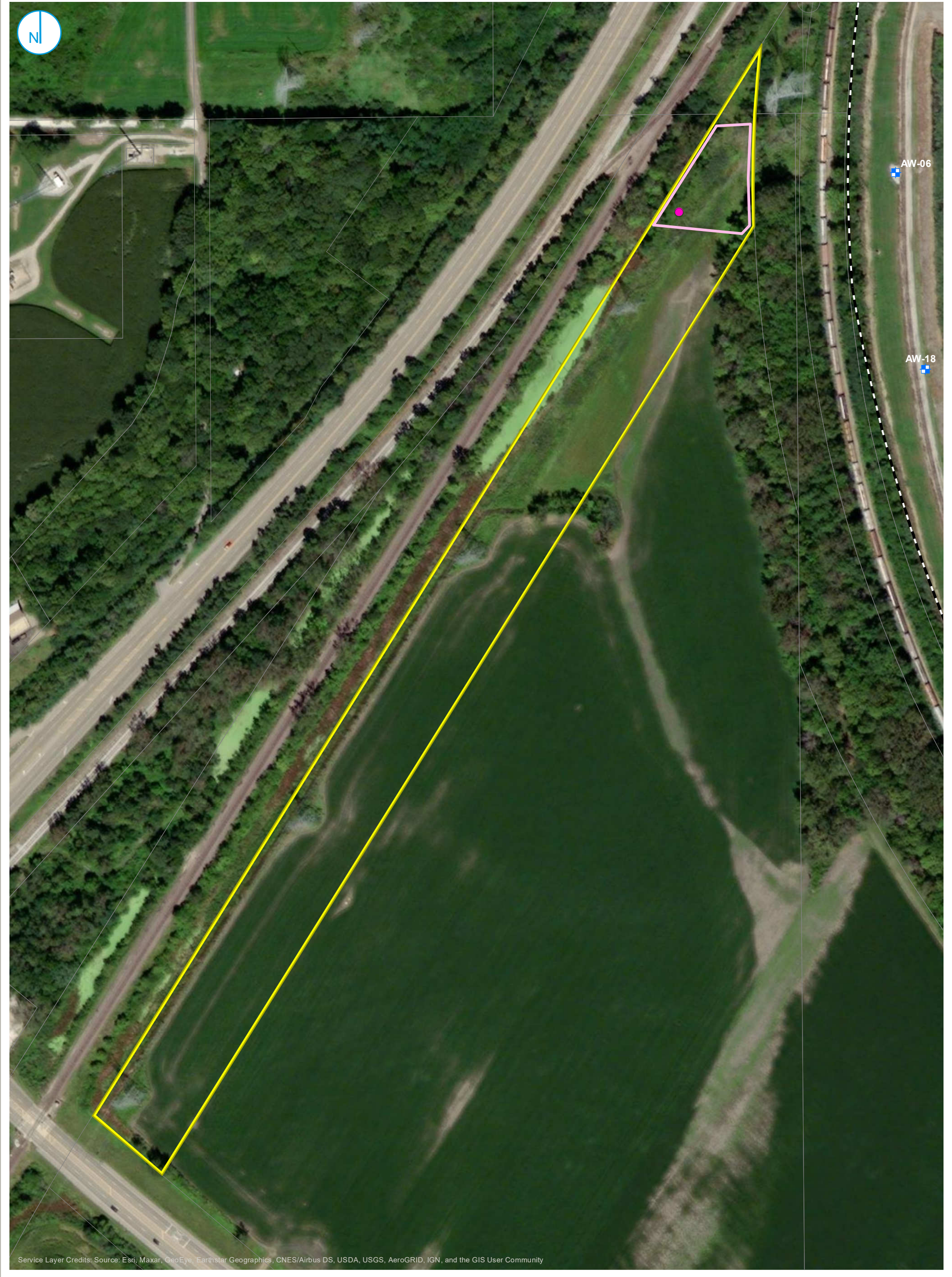


ASH POND  
EDWARDS POWER PLANT  
BARTONVILLE, ILLINOIS

RAMBOLL AMERICAS  
ENGINEERING SOLUTIONS, INC.







- PROPOSED WELL LOCATION
- POTENTIAL WELL RELOCATION AREA
- UPPERMOST AQUIFER
- SUBJECT PARCEL
- PARCEL BOUNDARY
- PROPERTY BOUNDARY

PROPOSED WELL LOCATION  
AMEREN ILLINOIS COMPANY PROPERTY

Graphic 2

RAMBOLL AMERICAS  
ENGINEERING SOLUTIONS, INC.



BARTONVILLE, ILLINOIS



## ACCESS AGREEMENT

This Access Agreement (“Agreement”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Ameren Illinois Company (“Owner”) and Illinois Power Resources Generating, LLC (“IPRG”), an Illinois corporation with its principal place of business at 601 Travis Street, Suite 1400, Houston, Texas 77002 (collectively, “the Parties” and each a “Party”).

WHEREAS, Owner represents that it owns Parcel Number 20-11-377-001, located at the following legal description: SW 1/4 SEC 11-7N-7E 12.064 AC ALL THAT PT OF SE 1/4 SW 1/4 SEC 11 & THE NW 1/4 SEC 14 LYING ELY & ADJACENT TO C&NW RR ROW (the “Property”);

WHEREAS, IPRG is conducting certain environmental investigation activities at or around the retired Edwards Power Plant located at 7800 S Cilco Lane, Peoria, Illinois 61607;

WHEREAS, IPRG has contracted with Ramboll US Consulting Inc. (“Ramboll”) to perform the environmental investigation; and

WHEREAS, IPRG requests access to the Property to conduct certain groundwater investigation activities described below.

NOW THEREFORE, the Parties agree as follows:

1. Grant of Access. Owner permits IPRG, its consultants, and its contractors, including Ramboll, to enter the Property for the purposes of installing a groundwater monitoring station, located as depicted in the attached graphic, and collecting groundwater samples from that groundwater monitoring station and any existing groundwater well(s) from time to time. The location of the proposed groundwater station depicted in attached graphic is not exact and may be modified based on access, utilities, and drilling logistics and is intended to be on Owner’s property. (“The Covered Activities.”) Upon

completion of the Covered Activities, which may include more than one sampling event, the Property will be restored pursuant to Paragraph 6. In the event IPRG wishes to propose activities in addition to the Covered Activities, IPRG shall provide Owner advanced written notice of such proposed additional actions and shall not undertake any such additional work until Owner has agreed to provide access for the additional work, the approval of which shall not be unreasonably withheld.

2. Pre-Investigation Obligations. IPRG shall give Owner not less than five (5) business days prior notice each time it plans to enter the Property to conduct the Covered Activities. Prior to commencing any sub-surface work at the Property, IPRG shall contact Illinois's Joint Utility Locating Information for Excavators ("JULIE") as well as any applicable local digger's hotline to receive clearance to commence work.
3. Compliance with Laws. IPRG and its agents, consultants, and contractors shall, in performing the Covered Activities, comply with all applicable laws, ordinances, and regulations.
4. Interference. IPRG and its agents, consultants, and contractors shall perform the Covered Activities in a manner that will not unreasonably interfere with the use of the Property by Owner.
5. Data and Sampling. IPRG agrees to timely provide Owner with the analytical results from any sampling conducted by IPRG at the Property.
6. Restoration of Property. To the extent feasible, IPRG shall restore all areas of the Property disturbed by the Covered Activities, including closing and abandoning any monitoring wells installed by IPRG as part of the Covered Activities, to its condition

immediately prior to performance of the Covered Activities. The restoration activities will be completed within sixty (60) days after termination of this Agreement.

7. Indemnity. Owner shall not be liable to IPRG or IPRG's agents, consultants, or contractors for any personal injury, property damage, or loss of life or property caused by or arising out of the Covered Activities. Except as may result from the negligent or willful misconduct of Owner, or any officers, employees, agents, representatives of Owner, or from a breach of this Agreement by Owner, IPRG shall defend against, hold Owner harmless from, and indemnify Owner against any claim, loss, expense, or damage arising out of any negligent act or omission of IPRG or its agents, consultants, or contractors in performing the Covered Activities.
8. Applicable Law. The rights of the Parties under this Agreement shall be governed by the laws of the State of Illinois.
9. Notice. Notices, letters, and other written correspondence relating to this Agreement shall be directed to the respective Party as set forth below, or as modified by that Party by written notice:

**For Illinois Power Resources Generating, LLC:**

David Mitchell  
Vistra Corp.  
6555 Sierra Drive  
Irving, Texas 75039  
[David.Mitchell@vistracorp.com](mailto:David.Mitchell@vistracorp.com)  
(972) 556-6350

**With a copy to:**

Joshua R. More  
ArentFox Schiff LLP  
233 South Wacker Drive, Suite 7100  
Chicago, Illinois 60606  
[joshua.more@afslaw.com](mailto:joshua.more@afslaw.com)  
Phone: (312) 258-5769

For Owner:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

10. Assignment. This Agreement shall be binding on the Parties and their successors and assigns. No Party shall assign this Agreement without the consent of the other Party, and such consent shall not be unreasonably withheld.
11. Term. This Agreement shall terminate at the completion of the Covered Activities, unless extended by written agreement of the Parties. IPRG shall notify Owner in writing upon the completion of the Covered Activities.
12. Reservation of Rights. By entering into, and performing under, this Agreement, neither IPRG nor Owner waives any rights, claims, or defenses, nor makes any admission of liability or responsibility.

***[The Remainder of This Page Is Intentionally Left Blank]  
(signature page follows)***



**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representative as follows:

**OWNER      AMEREN ILLINOIS COMPANY**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**ILLINOIS POWER RESOURCES GENERATING, LLC**

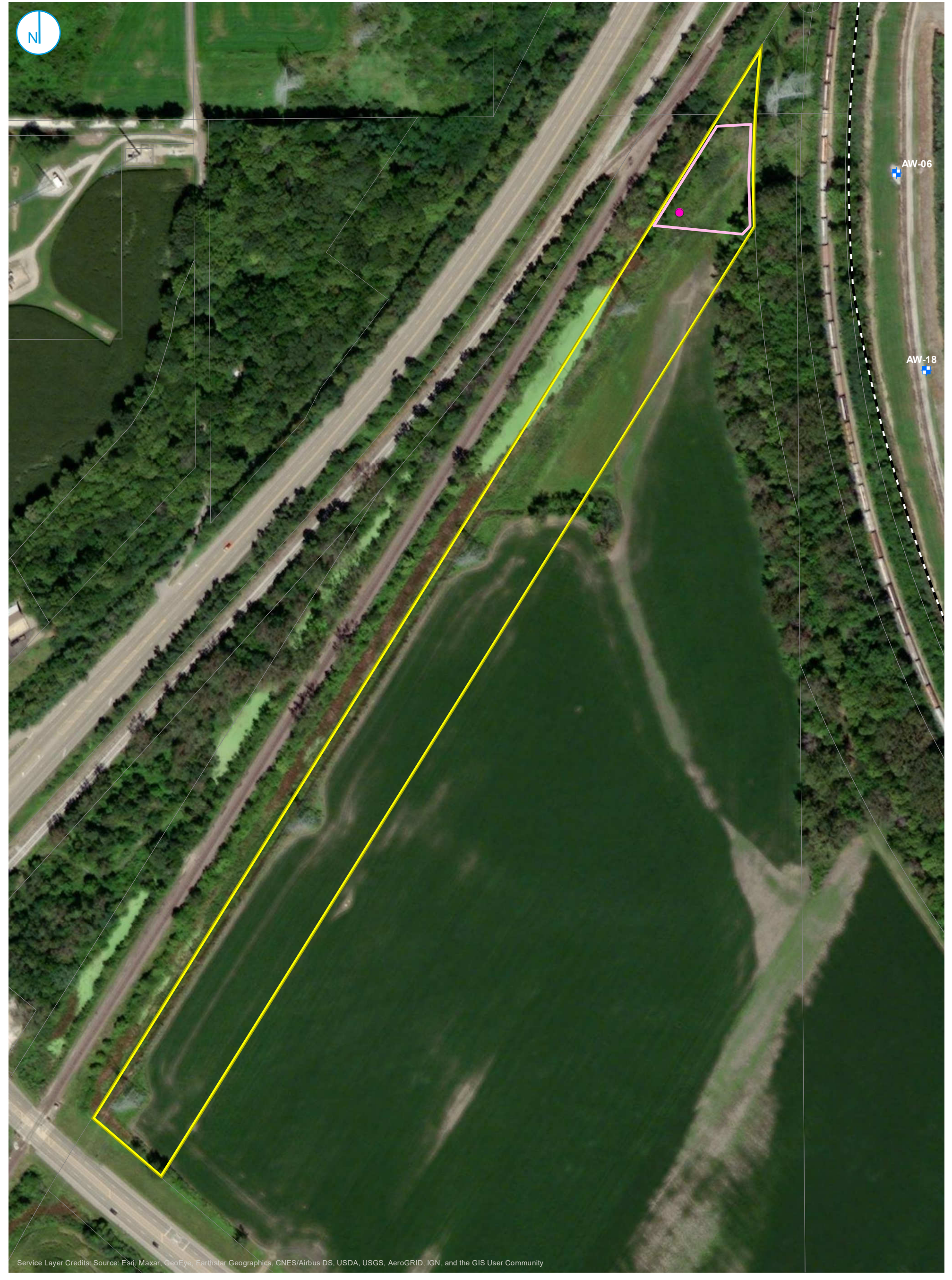
Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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





- PROPOSED WELL LOCATION
- POTENTIAL WELL RELOCATION AREA
- UPPERMOST AQUIFER
- SUBJECT PARCEL
- PARCEL BOUNDARY
- PROPERTY BOUNDARY

PROPOSED WELL LOCATION  
AMEREN ILLINOIS COMPANY PROPERTY

Access Agreement  
Attached  
Graphic

RAMBOLL AMERICAS  
ENGINEERING SOLUTIONS, INC.



BARTONVILLE, ILLINOIS



**ILLINOIS POWER RESOURCES GENERATING, LLC**  
7800 S. Cilco Lane • Peoria, Illinois 61607

May 9, 2022

Drew Velde Gay  
7126 N. Willow Bend Pt.  
Peoria, IL 61614

**VIA U.S. MAIL**

**Re: Parcel ID 2014176001**

Dear Neighbor:

The Edwards Power Plant, located at 7800 S. Cilco Lane, is retiring later this year. The Plant's accelerated retirement was in response to a settlement with third-party organizations. Illinois Power Resources Generating, LLC ("IPRG"), the entity that owns the Plant, is committed to facilitating an orderly retirement for our workers and being a good steward of the property.

As part of our diligence, groundwater monitoring stations recently installed near the plant's property boundary pursuant to the requirements of Illinois's new coal ash rule have detected elevated levels of boron in groundwater. The detected levels of boron at these groundwater monitoring stations exceeding the applicable state groundwater standard of 2.0 milligrams per liter (mg/L) range from 2.3 mg/L to 12 mg/L. We are notifying you because there is the potential that neighboring properties may also have elevated levels of boron in groundwater. ***Importantly, there is no indication that local drinking water has been impacted by the plant's operations.***

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Brad Watson  
Sr. Director, Community Affairs  
IPRG Community Relations Department  
7800 S. Cilco Lane  
Peoria, IL 61607  
[community.affairs@vistracorp.com](mailto:community.affairs@vistracorp.com)

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IPRG is committed to transparency and providing our longtime neighbors with updates during the closure and retirement process. If you have any questions, please contact our community affairs department at 214-812-5777 or [community.affairs@vistracorp.com](mailto:community.affairs@vistracorp.com).

Sincerely,

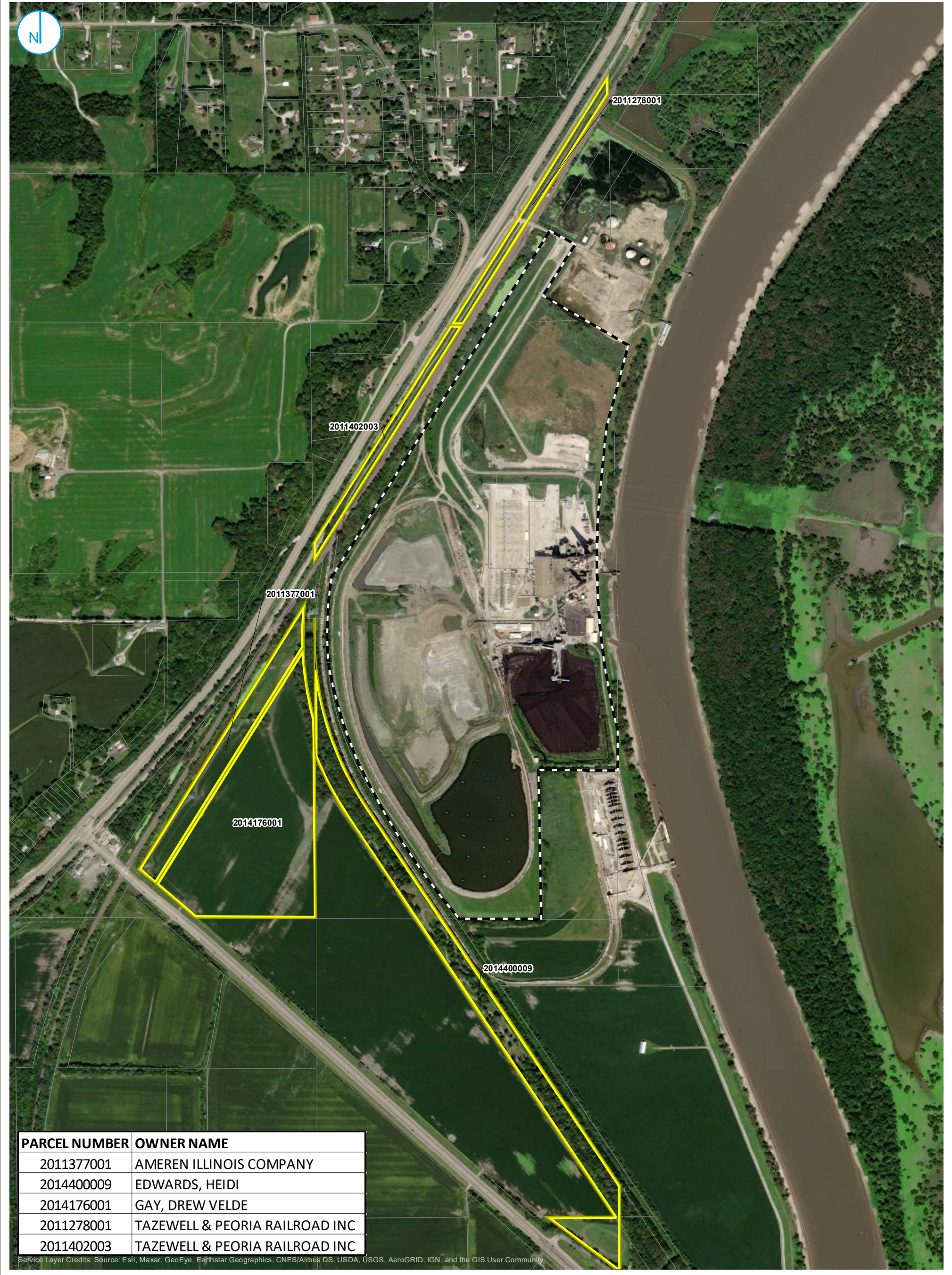
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Brad Watson  
Sr. Director, Community Affairs  
IPRG Community Relations Department  
7800 S. Cilco Lane  
Peoria, IL 61607  
214-812-5777  
[community.affairs@vistracorp.com](mailto:community.affairs@vistracorp.com)

Enclosures

CC: Illinois EPA





- PARCEL ACCESS
- PARCEL BOUNDARY
- PROPERTY BOUNDARY

ADJACENT PROPERTIES OVERVIEW

Graphic 1

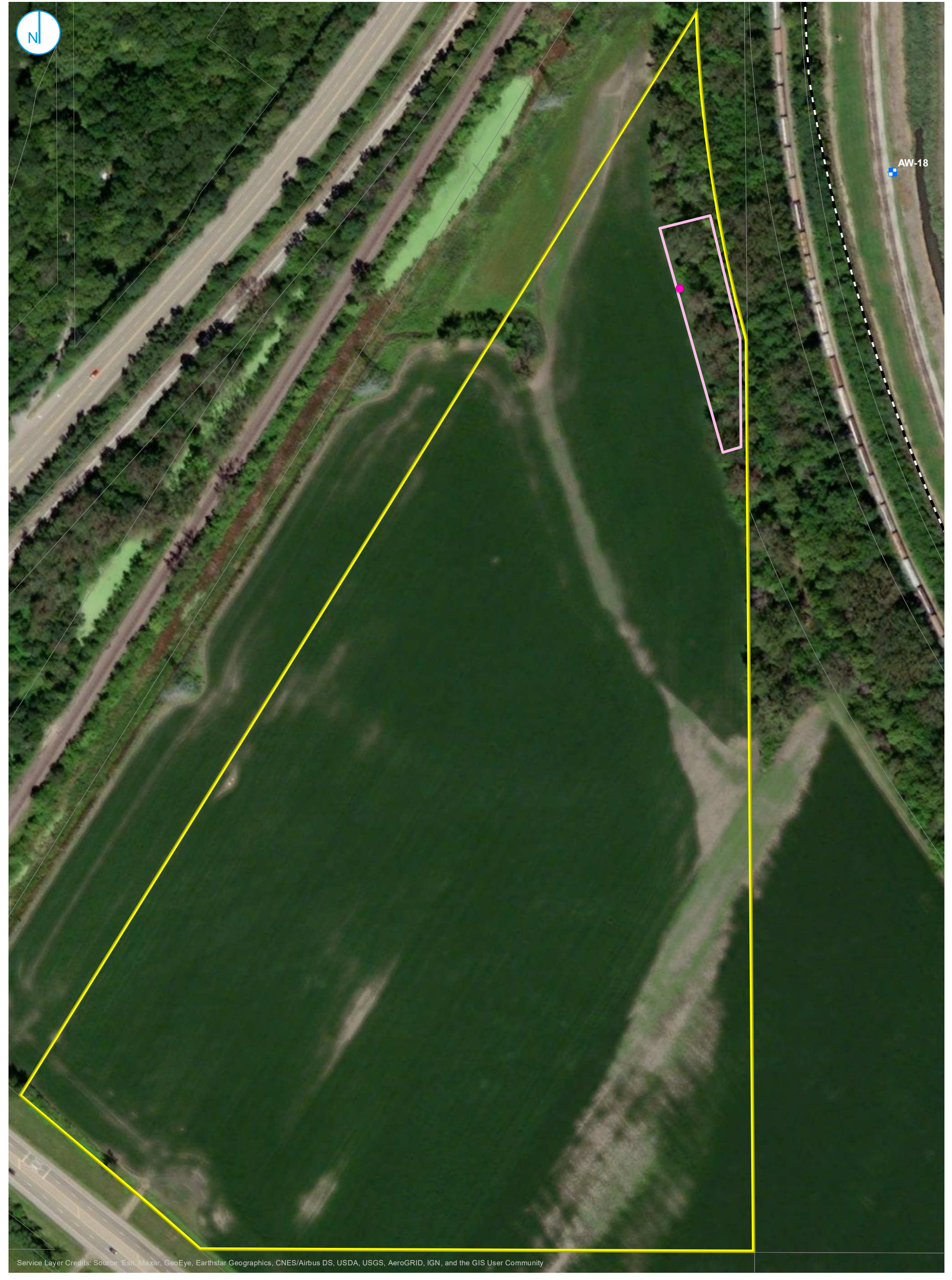
0 400 800 Feet

ASH POND  
EDWARDS POWER PLANT  
BARTONVILLE, ILLINOIS

RAMBOLL AMERICAS  
ENGINEERING SOLUTIONS, INC.







- PROPOSED WELL LOCATION
- POTENTIAL WELL RELOCATION AREA
- UPPERMOST AQUIFER
- SUBJECT PARCEL
- PARCEL BOUNDARY
- PROPERTY BOUNDARY

PROPOSED WELL LOCATION  
DREW VELDE GAY PROPERTY

Graphic 2

RAMBOLL AMERICAS  
ENGINEERING SOLUTIONS, INC.



0 87.5 175  
Feet

BARTONVILLE, ILLINOIS



## ACCESS AGREEMENT

This Access Agreement (“Agreement”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Drew Velde Gay (“Owner”) and Illinois Power Resources Generating, LLC (“IPRG”), an Illinois corporation with its principal place of business at 601 Travis Street, Suite 1400, Houston, Texas 77002 (collectively, “the Parties” and each a “Party”).

WHEREAS, Owner represents that it owns Parcel Number 20-14-176-001, located at the following legal description: NW 1/4 SEC 14-7-7E 42.87 AC (PL) ALL THAT PT NW 1/4 SEC 14 LYING SW OF TR DESC PER DOC #66-04266, SE OF P&PU RR ROW, & N OF RTE #9 ROW (89-00257) (the “Property”);

WHEREAS, IPRG is conducting certain environmental investigation activities at or around the retired Edwards Power Plant located at 7800 S Cilco Lane, Peoria, Illinois 61607;

WHEREAS, IPRG has contracted with Ramboll US Consulting Inc. (“Ramboll”) to perform the environmental investigation; and

WHEREAS, IPRG requests access to the Property to conduct certain groundwater investigation activities described below.

NOW THEREFORE, the Parties agree as follows:

1. Grant of Access. Owner permits IPRG, its consultants, and its contractors, including Ramboll, to enter the Property for the purposes of installing a groundwater monitoring station, located as depicted in the attached graphic, and collecting groundwater samples from that groundwater monitoring station and any existing groundwater well(s) from time to time. The location of the proposed groundwater station depicted in attached graphic is not exact and may be modified based on access, utilities, and drilling logistics and is intended to be on Owner’s property. (“The Covered Activities.”) Upon

completion of the Covered Activities, which may include more than one sampling event, the Property will be restored pursuant to Paragraph 6. In the event IPRG wishes to propose activities in addition to the Covered Activities, IPRG shall provide Owner advanced written notice of such proposed additional actions and shall not undertake any such additional work until Owner has agreed to provide access for the additional work, the approval of which shall not be unreasonably withheld.

2. Pre-Investigation Obligations. IPRG shall give Owner not less than five (5) business days prior notice each time it plans to enter the Property to conduct the Covered Activities. Prior to commencing any sub-surface work at the Property, IPRG shall contact Illinois's Joint Utility Locating Information for Excavators ("JULIE") as well as any applicable local digger's hotline to receive clearance to commence work.
3. Compliance with Laws. IPRG and its agents, consultants, and contractors shall, in performing the Covered Activities, comply with all applicable laws, ordinances, and regulations.
4. Interference. IPRG and its agents, consultants, and contractors shall perform the Covered Activities in a manner that will not unreasonably interfere with the use of the Property by Owner.
5. Data and Sampling. IPRG agrees to timely provide Owner with the analytical results from any sampling conducted by IPRG at the Property.
6. Restoration of Property. To the extent feasible, IPRG shall restore all areas of the Property disturbed by the Covered Activities, including closing and abandoning any monitoring wells installed by IPRG as part of the Covered Activities, to its condition



immediately prior to performance of the Covered Activities. The restoration activities will be completed within sixty (60) days after termination of this Agreement.

7. Indemnity. Owner shall not be liable to IPRG or IPRG's agents, consultants, or contractors for any personal injury, property damage, or loss of life or property caused by or arising out of the Covered Activities. Except as may result from the negligent or willful misconduct of Owner, or any officers, employees, agents, representatives of Owner, or from a breach of this Agreement by Owner, IPRG shall defend against, hold Owner harmless from, and indemnify Owner against any claim, loss, expense, or damage arising out of any negligent act or omission of IPRG or its agents, consultants, or contractors in performing the Covered Activities.
8. Applicable Law. The rights of the Parties under this Agreement shall be governed by the laws of the State of Illinois.
9. Notice. Notices, letters, and other written correspondence relating to this Agreement shall be directed to the respective Party as set forth below, or as modified by that Party by written notice:

**For Illinois Power Resources Generating, LLC:**

David Mitchell  
Vistra Corp.  
6555 Sierra Drive  
Irving, Texas 75039  
[David.Mitchell@vistracorp.com](mailto:David.Mitchell@vistracorp.com)  
(972) 556-6350

**With a copy to:**

Joshua R. More  
ArentFox Schiff LLP  
233 South Wacker Drive, Suite 7100  
Chicago, Illinois 60606  
[joshua.more@afslaw.com](mailto:joshua.more@afslaw.com)  
Phone: (312) 258-5769

For Owner:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

10. Assignment. This Agreement shall be binding on the Parties and their successors and assigns. No Party shall assign this Agreement without the consent of the other Party, and such consent shall not be unreasonably withheld.

11. Term. This Agreement shall terminate at the completion of the Covered Activities, unless extended by written agreement of the Parties. IPRG shall notify Owner in writing upon the completion of the Covered Activities.

12. Reservation of Rights. By entering into, and performing under, this Agreement, neither IPRG nor Owner waives any rights, claims, or defenses, nor makes any admission of liability or responsibility.

***[The Remainder of This Page Is Intentionally Left Blank]  
(signature page follows)***



**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representative as follows:

**OWNER      DREW VELDE GAY**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**ILLINOIS POWER RESOURCES GENERATING, LLC**

Signature: \_\_\_\_\_

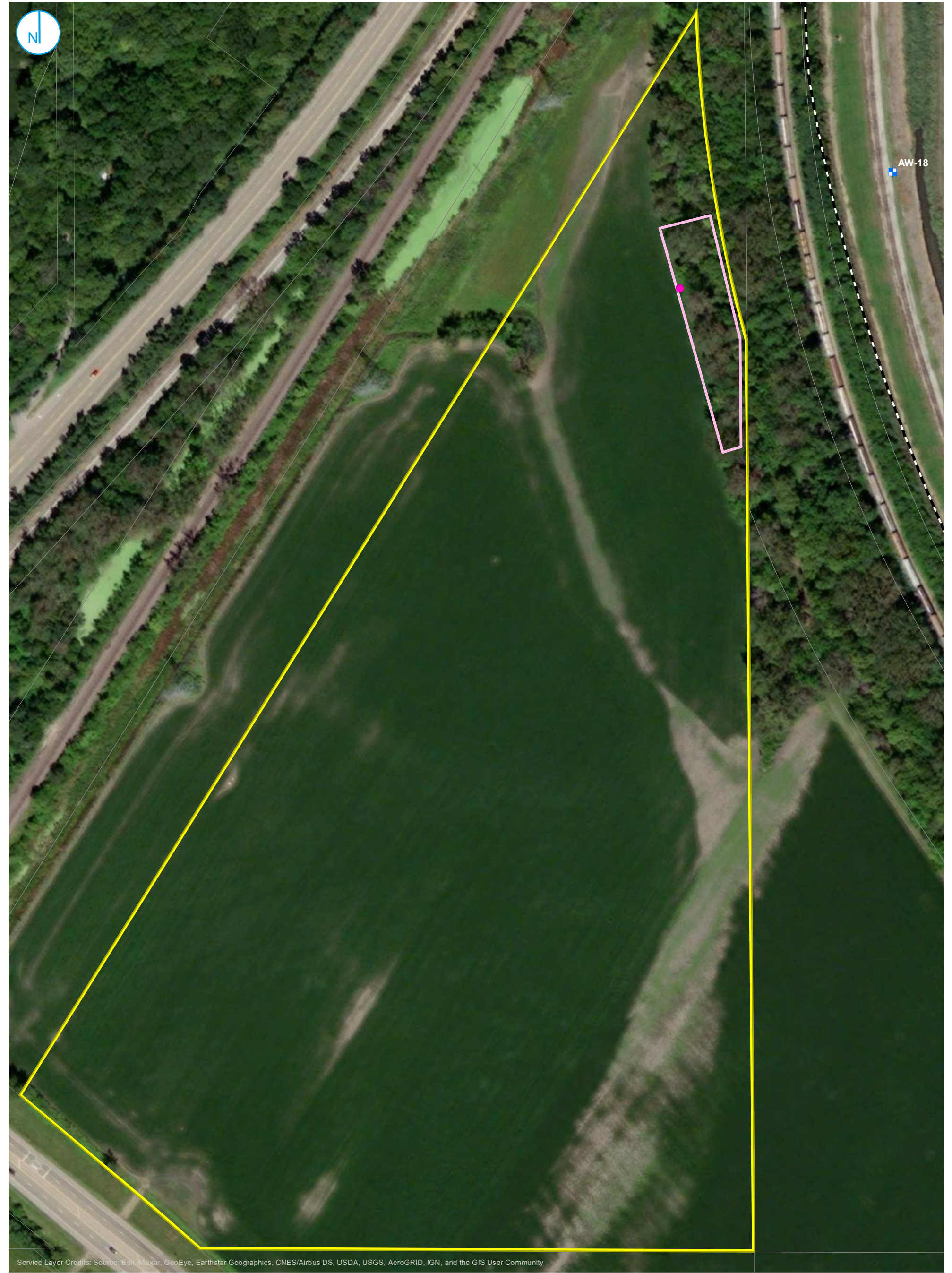
Name: \_\_\_\_\_

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

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

CH2:25866405.1





- PROPOSED WELL LOCATION
- POTENTIAL WELL RELOCATION AREA
- UPPERMOST AQUIFER
- SUBJECT PARCEL
- PARCEL BOUNDARY
- PROPERTY BOUNDARY

PROPOSED WELL LOCATION  
DREW VELDE GAY PROPERTY

Access Agreement  
Attached  
Graphic

RAMBOLL AMERICAS  
ENGINEERING SOLUTIONS, INC.



0 87.5 175  
Feet

BARTONVILLE, ILLINOIS



**ILLINOIS POWER RESOURCES GENERATING, LLC**  
7800 S. Cilco Lane • Peoria, Illinois 61607

May 9, 2022

Heidi Edwards  
1202 Timberlane  
Pekin, IL 61554

**Re: Parcel ID 2014400009**

**VIA U.S. MAIL**

Dear Neighbor:

The Edwards Power Plant, located at 7800 S. Cilco Lane, is retiring later this year. The Plant's accelerated retirement was in response to a settlement with third-party organizations. Illinois Power Resources Generating, LLC ("IPRG"), the entity that owns the Plant, is committed to facilitating an orderly retirement for our workers and being a good steward of the property.

As part of our diligence, groundwater monitoring stations recently installed near the plant's property boundary pursuant to the requirements of Illinois's new coal ash rule have detected elevated levels of boron in groundwater. The detected levels of boron at these groundwater monitoring stations exceeding the applicable state groundwater standard of 2.0 milligrams per liter (mg/L) range from 2.3 mg/L to 12 mg/L. We are notifying you because there is the potential that neighboring properties may also have elevated levels of boron in groundwater. ***Importantly, there is no indication that local drinking water has been impacted by the plant's operations.***

IPRG has notified the Illinois EPA of the elevated boron detections on its property and is working to gather additional data. As part of these efforts, IPRG requests permission for its consultants to access your property to install a groundwater monitoring station and conduct one or more groundwater sampling events.

Enclosed are two materials; "Graphic One" shows the Plant and adjacent properties where we would like to test, and "Graphic Two" shows where on your property we would like to install the monitoring station. The location of the monitoring station are not exact and may be modified based on access, utilities, and drilling logistics.

IPRG and its consultants will not access your property without your consent. All testing will be conducted at IPRG's expense, and you will be provided with a copy of the results of all data collected on your property. Once this investigation is complete, the monitoring station will be closed and abandoned in accordance with applicable requirements and the attached access agreement.

Please review the attached access agreement that would allow sampling to occur and, if you agree, return a signed copy to the following address:

Brad Watson  
Sr. Director, Community Affairs  
IPRG Community Relations Department  
7800 S. Cilco Lane  
Peoria, IL 61607  
[community.affairs@vistracorp.com](mailto:community.affairs@vistracorp.com)

Once we have received your signed access agreement, IPRG personnel will reach out to you to schedule monitoring station installation and sampling activities.

Information about the planned future development at the Edwards Plant site can be accessed at [www.renewillinoispower.com](http://www.renewillinoispower.com).

IPRG is committed to transparency and providing our longtime neighbors with updates during the closure and retirement process. If you have any questions, please contact our community affairs department at 214-812-5777 or [community.affairs@vistracorp.com](mailto:community.affairs@vistracorp.com).

Sincerely,

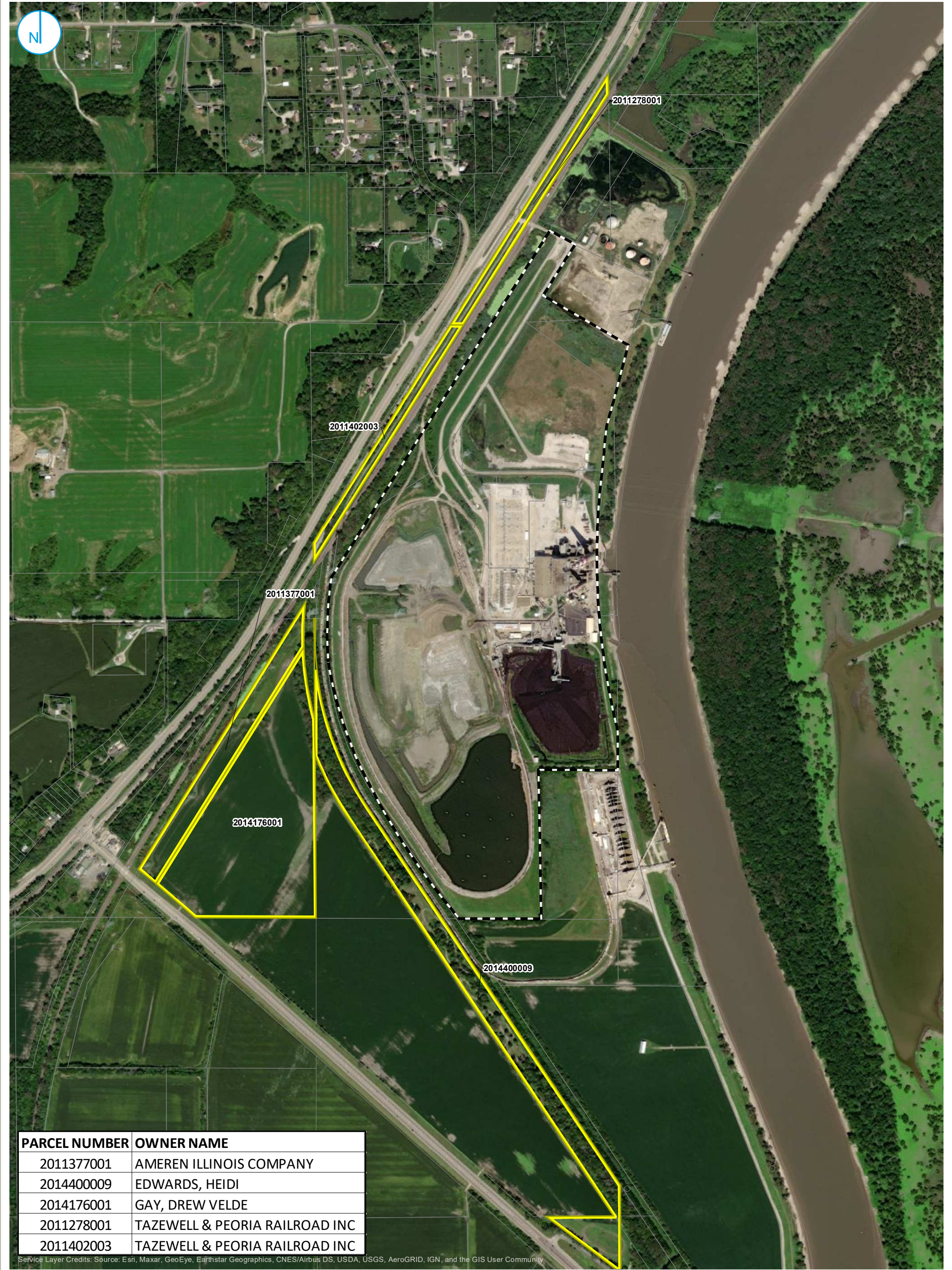
A handwritten signature in black ink, appearing to read 'Brad Watson'.

Brad Watson  
Sr. Director, Community Affairs  
IPRG Community Relations Department  
7800 S. Cilco Lane  
Peoria, IL 61607  
214-812-5777  
[community.affairs@vistracorp.com](mailto:community.affairs@vistracorp.com)

Enclosures

CC: Illinois EPA





- PARCEL ACCESS
- PARCEL BOUNDARY
- PROPERTY BOUNDARY

ADJACENT PROPERTIES OVERVIEW

Graphic 1

0 400 800 Feet

ASH POND  
EDWARDS POWER PLANT  
BARTONVILLE, ILLINOIS

RAMBOLL AMERICAS  
ENGINEERING SOLUTIONS, INC.







- PROPOSED WELL LOCATION
- POTENTIAL WELL RELOCATION AREA
- BEDROCK CONFINING UNIT
- UPPERMOST AQUIFER
- UPPER CONFINING UNIT

SUBJECT PARCELPARCEL BOUNDARYPROPERTY BOUNDARY

PROPOSED WELL LOCATION  
HEIDI EDWARDS PROPERTY

Graphic 2

RAMBOLL AMERICAS  
ENGINEERING SOLUTIONS, INC.



BARTONVILLE, ILLINOIS



## ACCESS AGREEMENT

This Access Agreement (“Agreement”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Heidi Edwards (“Owner”) and Illinois Power Resources Generating, LLC (“IPRG”), an Illinois corporation with its principal place of business at 601 Travis Street, Suite 1400, Houston, Texas 77002 (collectively, “the Parties” and each a “Party”).

WHEREAS, Owner represents that it owns Parcel Number 20-14-400-009, located at South Cargill Road, Peoria, Illinois, at the following legal description: NE 1/4 & SE 1/4 SEC 14-7N-7E 27.84 AC ALL THAT PT FORMER C&NW RR ROW LYING IN NE 1/4 & SE 1/4 SEC 14; ALSO ALL THAT PT FORMER C&NW RR ROW LYING IN NE COR NE 1/4 SEC 23 & NE 1/4 SEC 23 LYING NW OF ROUTE 9 PT NE 1/4 SEC 23 (the “Property”);

WHEREAS, IPRG is conducting certain environmental investigation activities at or around the retired Edwards Power Plant located at 7800 S Cilco Lane, Peoria, Illinois 61607;

WHEREAS, IPRG has contracted with Ramboll US Consulting Inc. (“Ramboll”) to perform the environmental investigation; and

WHEREAS, IPRG requests access to the Property to conduct certain groundwater investigation activities described below.

NOW THEREFORE, the Parties agree as follows:

1. Grant of Access. Owner permits IPRG, its consultants, and its contractors, including Ramboll, to enter the Property for the purposes of installing a groundwater monitoring station, located as depicted in the attached graphic, and collecting groundwater samples from that groundwater monitoring station and any existing groundwater well(s) from time to time. The location of the proposed groundwater station depicted in attached graphic is not exact and may be modified based on access, utilities, and drilling logistics

and is intended to be on Owner's property. ("The Covered Activities.") Upon completion of the Covered Activities, which may include more than one sampling event, the Property will be restored pursuant to Paragraph 6. In the event IPRG wishes to propose activities in addition to the Covered Activities, IPRG shall provide Owner advanced written notice of such proposed additional actions and shall not undertake any such additional work until Owner has agreed to provide access for the additional work, the approval of which shall not be unreasonably withheld.

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David Mitchell  
Vistra Corp.  
6555 Sierra Drive  
Irving, Texas 75039  
[David.Mitchell@vistracorp.com](mailto:David.Mitchell@vistracorp.com)  
(972) 556-6350

**With a copy to:**

Joshua R. More  
ArentFox Schiff LLP  
233 South Wacker Drive, Suite 7100  
Chicago, Illinois 60606  
[joshua.more@afslaw.com](mailto:joshua.more@afslaw.com)  
Phone: (312) 258-5769

For Owner:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

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(signature page follows)***



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**OWNER      HEIDI EDWARDS**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**ILLINOIS POWER RESOURCES GENERATING, LLC**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

CH2:25866405.1





- PROPOSED WELL LOCATION
- POTENTIAL WELL RELOCATION AREA
- BEDROCK CONFINING UNIT
- UPPERMOST AQUIFER
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