

DEC 30 2009

STATE OF ILLINOIS
Pollution Control Board

PEOPLE OF THE STATE OF ILLINOIS,)
)
Complainant,)
)
v.)
)
BILL WOODS, an individual, D/B/A AMERICAN)
ASPHALT SEAL COATING,)
)
Respondent.)

PCB No. 09-54
(Water Enforcement)

ORIGINAL

COMPLAINT

Complainant, PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of the State of Illinois, on her own motion and at the request of the Illinois Environmental Protection Agency, complains of Respondent, BILL WOODS, an individual D/B/A AMERICAN ASPHALT SEAL COATING as follows:

COUNT I

WATER POLLUTION VIOLATION

1. This Complaint is brought by the Attorney General on her own motion and at the request of the Illinois Environmental Protection Agency ("Illinois EPA"), pursuant to the terms and provisions of Section 31 of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/31 (2006).
2. The Illinois EPA is an agency of the State of Illinois created by the Illinois General Assembly in Section 4 of the Act, 415 ILCS 5/4 (2006), and charged *inter alia*, with the duty of enforcing the Act in proceedings before the Illinois Pollution Control Board ("Board").
3. This Complaint is brought pursuant to Section 31 of the Act, 415 ILCS 5/31 (2006), after providing the Respondent with notice and the opportunity for a meeting with the Illinois EPA.

To : All parties concerned , Bill Woods Jb solutions/dba American Asphalt sealcoating

pcb no.09-54

I never owned Jb solutions dba American asphalt sealcoating Jean Gagne formely my wife Jean woods owned the business I managed it she owned it there was a mistake made on the business cards that named me as the owner we never corrected because of cost Please see copies of divorced decree naming jean as the sole owner an took all liabilities of the business (see copies attached)

I am not responsible for putting down sealcoat . I never physical put any sealcoat down at cope marine . the responsible person is mr. gagne Jeans nephew who worked for jean placed the sealcoat down at that location.

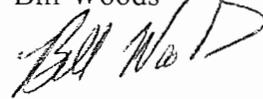
There was never a scheduled rain event. Forcaste that eveing was clar no chance of rain.

I am not responsible for the events that took place at cope marine

I did turn this over to Jeans insurance after a lot of research to find out who was the carrier country companies has been contacted a claim filed #148-4397 see attached copy this is currently under review.

Jeans address is the same as busines address was 8567 east kirsch rd in troy , Il Her work number is 618-692-1700 or Madison county animal control is where she does work thanks for your attention to this letter sincerely

Bill Woods



See Pg. 4 of 7 D.Vorce Decree.

~~Oak Forest~~

~~5700 Matthews~~
Cres.

Bill Woods
409 Shiloh Heights Dr
O'Fallon, IL 62269

1-800-946-0100
Claim # 148-0093970
DBS Solutions
43970
- Edwards Office
7380
6/2/07
By [unclear]

PREMIUM INVOICE



Insurance & Financial Services

Account No. 3156394-001-00001
Due Date: January 10, 2007

COUNTRY Mutual Insurance Company®
P.O. Box 2100, Bloomington, IL 61702-2100

At COUNTRY® we want to make sure you ALWAYS TALK to a REAL PERSON when you call us for help, 24 hours a day, 7 days a week. For questions on this bill, please call Billing Services.

Billing Services (866) 221-3839
Agent: MATTHEW CRIDER (618) 346-1500

J B SOLUTIONS INC
DBA AMERICAN ASPHALT
8567 KIRSCH RD
TROY IL 62294

3156394AB2337950

COMMERCIAL PACKAGE DEC HISTORY

11/30/2009

TRANS - NEW BUSINESS (2) DEC REASON OVERRIDE - NEW POLICY

UR -
J B SOLUTIONS INC
DBA AMERICAN ASPHALT
8567 KIRSCH RD
TROY IL

62294

TRANS EFF 07-11-06 AUDIT CODE - S
POLICY EFF 07-11-06 EXP MOD - 1.00
POLICY-EXP 07-11-07 PMA - 38
COUNTERSIGNED 08-08-06 INS OFC - 054 MADIS
AGENT - 15506

SCHED R-1.00 U-1.00 N-1.00

ENTITY - A CORPORATION
BUS TYPE - ASPHALT WORK

TOTAL ANNUAL PREMIUM \$1,518.00
STANDARD PAYMENT PLAN CHARGE \$45.50
INSTALLMENTS PAID QUARTERLY

FORM NUMBER OF ENDORSEMENTS-

A43-617(03/00) BA3564(03/00) BA3586(03/00) BA3501(03/00) IL0985(01/03)
CP0090(07/88) IL0970(11/02) BP4844(02/05) CP0010(06/95) CP1030(06/95)
CP1040(08/99) CG0001(07/98) BG0131(02/05) CG0057(09/99) IL0021(11/94)
CG0067(03/05) CG2172(12/02) CG2146(07/98) CG2167(04/02) CG2196(03/05)
CG2294(10/01) CG2426(07/04) CM0001(06/95) CM0128(03/99) BN3540(03/00)
IL0975(11/02) BN3516(03/00) TB-20(03/00) BN3513(03/00) BN3524(03/00)
TB-26(03/00)

PROPERTY

PRMS ITM CSP TER FPD COINS RPL/ LIMIT ANNUAL
NO NO DESCRIPTION CONST EQ % ACV OF INS PREMIUM
001 8567 KIRSCH RD
TROY IL
MADISON COUNTY
001 SPECIAL CLASS 1190081 001 04 080 RPL 20000 41.00
SPECIAL FORM
SC-05
002 BUILDING 1190081 001 080 20000 16.00
EARTHQUAKE 3C E
CG
008 COVERAGE FOR CERTIFIED ACTS OF TERRORISM INCLUDED
BALANCE TO MINIMUM 09999 43.00

PROPERTY SUBTOTAL \$100.00

COMMERCIAL GENERAL LIABILITY

GEN AGG 2000 PRD AGG 2000 PERS/ADV INJ 1000 OCC 1000 FIRE 50 MED 10 COV/FRM 01

PRMS ITM COVERAGE CLASS PREM ANNUAL
NO NO DESCRIPTION AI-PDD BASIS COV RATE PREMIUM
001 8567 KIRSCH RD
TROY IL
MADISON COUNTY
006 DRIVEWAY, PARKING AREA OR 92215 72000 P/O 12.397 893.00
SIDEWALK - PAVING OR REPAVING PAYROLL PER \$1000
TERR-014
007 DRIVEWAY, PARKING AREA OR 92215 72000 COP 1.776 128.00
SIDEWALK - PAVING OR REPAVING PAYROLL PER \$1000
TERR-999
009 COVERAGE FOR CERTIFIED ACTS OF TERRORISM INCLUDED
EXPENSE CONSTANT 99985 P/O .000 100.00

3156394AB2337950

COMMERCIAL PACKAGE DEC HISTORY

11/30/2009

LIABILITY SUBTOTAL

\$1,121.00

-----INLAND MARINE-----						
ITM NO	COVERAGE DESCRIPTION	CLASS	DED	LIMIT OF INS	ANNUAL PREMIUM	
001	8567 KIRSCH RD TROY IL MADISON COUNTY					
003	TOOL FLOATER - SPECIAL AS PER TB26	4802	05	6000	204.00	
004	CONTRACTORS EQUIPMENT SPECIAL COVERAGE AS PER TB20	2052	05	4700	72.00	
005	COMPUTER AND OFFICE MACHINES - WITH POWER SURGE	2252	04	1300	21.00	
INLAND MARINE SUBTOTAL						\$297.00

IN THE CIRCUIT COURT THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

JEAN WOODS,)
)
 Petitioner,)
)
 -vs-) No. 07 D 637
)
 BILL WOODS,)
)
 Respondent.)

FILED
JUN 10 2008
CLERK OF CIRCUIT COURT #45
THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

MARITAL SETTLEMENT AGREEMENT

This Agreement is made and entered into by and between JEAN A. WOODS, hereinafter referred to as "Wife" and BILL WOODS, hereinafter referred to as "Husband".

RECITALS

WHEREAS, the parties are now husband and wife having been married on May 25, 2006, and the marriage having been registered in Arcadia, DeSoto County, Florida; and

WHEREAS, no children were born to the parties, no children were adopted by the parties and Wife is not now pregnant; and

WHEREAS, certain irreconcilable and unfortunate differences have arisen between the parties which have rendered impossible a continuation of the marital relationship existing between them; and

WHEREAS, each party represents that he or she has full and complete knowledge of the assets and liabilities of the other party, together with the income of the other party; and

WHEREAS, each party has engaged the services of an attorney and received the benefit of representation, advice, investigation and recommendations with reference to the subject matter of this Marital Settlement Agreement; and

WHEREAS, both parties expressly state that they have freely and voluntarily entered into this Agreement of their own volition, free of any duress or coercion and with full knowledge and understanding of each and every provision contained in this Agreement. Each party expressly states that no representation has been made to him or to her by the other party other than what is contained in this Agreement. The parties, after carefully considering the terms of this Agreement, state that they do not regard it to be unconscionable considering the parties have acquired such little amount of real and personal property and have incurred an amount of debt and are both employed; and

WHEREAS, without any collusion as to the contemplated proceedings, or any other proceedings that may be filed between the parties affecting the marital status of the parties, and in the interest of avoiding protracted litigation, the parties consider it to be to their best respective interests to settle, adjust and compromise between themselves, the matters of the settlement of the property rights of the parties with respect to both marital and non-marital property, the matters of maintenance, the disposition of claims, whether arising by virtue of the marriage of the parties or otherwise, which either party ever had, now has or may have in the future against the other, whether arising under the laws of Illinois, or any other State or Country, for or on account of any matter whatsoever, including without limitation of the foregoing, all inchoate rights and

all rights of homestead, inheritance, descent, distribution, community interest and surviving spouses award.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual covenants, promises and undertakings of the parties, and for other good and valuable consideration, the receipt of which are jointly and separately acknowledged, it is hereby covenanted and agreed by and between the parties as follows:

I. MAINTENANCE

Each party hereby waives any and all rights to temporary and permanent maintenance from the other party.

II. REAL PROPERTY

The real estate occupied by the parties as a marital residence located at 8567 East Kirsch Road, Troy, Illinois, was acquired by JEAN WOODS prior to the marriage and same shall be awarded to JEAN WOODS as her sole and separate property free any clear of any claim of BILL WOODS. BILL WOODS shall execute a Quit Claim Deed to JEAN WOODS granting any interest he may have in and to said real estate and JEAN WOODS shall remain liable on any indebtedness on said real estate. BILL WOODS agrees to forego pursuing any claim against said real estate for any reason he may have in the past, present or future.

III. PERSONAL PROPERTY AND AUTOMOBILES

All the household furnishings and personal property located in the former marital residence of the parties, with the exception of a Harley Davidson motorcycle currently in the possession of BILL WOODS, has been divided between the parties and neither party shall make

a claim against the other for any items not in that parties' possession at the present time. JEAN WOODS shall keep as her sole and separate property, free and clear of any claim of BILL WOODS, the automobile now in her name, a 2003 Harley Davidson motorcycle titled in her name, all household furniture and furnishings in her current possession and the business, with its assets, known as JB Solution, Inc., as well as the liability which JEAN WOODS agrees to assume and pay.

BILL WOODS shall have as his sole and separate property free and clear of any claim of JEAN WOODS, a 2008 Dodge Ram presently in his possession and he shall assume any indebtedness on same, all personal property that he has removed from the marital home, that is currently in his possession, the proceeds from his worker compensation claim and is personal effects in his possession.

IV. MARTIAL DEBTS

Each party is to assume any outstanding indebtedness on any credit card or other debts in that party's name and hold harmless and indemnify the other party from the nonpayment thereof.

That the Harley Davidson motorcycle now in the possession of BILL WOODS and titled in the name of JEAN WOODS shall be the sole and separate property of JEAN WOODS and she shall be solely liable for the indebtedness for which the Harley Davidson motorcycle is used as collateral holding harmless BILL WOODS from any liability from the nonpayment thereof.

V. PENSION

BILL WOODS is awarded any pension or 401k Plan that he has accumulated prior to or during the marriage and JEAN WOODS shall not make any claim against same.

JEAN WOODS is awarded as her sole and separate property any pension or 401k Plan from her employment accumulated prior to or during the marriage free and clear of any claim of BILL WOODS and BILL WOODS shall not make any claim against said pension plan or 401k Plan.

VI. GENERAL PROVISIONS

Each party does forever waive and release to the other party all rights of homestead, maintenance and any other property rights which he or she has, as husband, wife, or otherwise, or may hereafter have or claim to have against the other or the interest of the other whether by reason of the marital relations now existing between the parties under any present or future law of any state, or of the United States of America. Each party agrees and covenants for himself or herself, or his or her heirs, executors, administrators, or assigns that he or she will never sue the other party, or his or her heirs, executors, administrators, or assigns concerning any rights or interest relinquished in this Agreement. This waiver includes any potential rights to bring any potential cause of action based upon claims of any tortuous conduct of one party against the other based upon conduct which occurred during the marriage.

In addition, as to any asset assigned to any party by this Agreement, if evidenced by an instrument naming the non-owning party a beneficiary, a successor in interest, or giving any rights of survivorship, such interest is hereby specifically revoked by the non-owning party, as if revoked on the fact of the instrument as if that instrument were named herein. This waiver shall include, but is not limited to any annuity, life insurance policy, certificate of deposit, bond, bill, note, etc.

Each party agrees to execute and acknowledge good and sufficient instruments necessary or proper to divert titles in estates of the respective parties hereto, and to execute and acknowledge any and all documents which may be necessary or proper to carry out the purposes of this Agreement. Failing so to do, the Court shall be empowered to do so in his or her stead.

The provisions of this Agreement shall not be subject to subsequent modification or change except by mutual consent of the parties.

The provisions of this Agreement contain the entire understanding of the parties and disposes of all the martial property of the parties.

The term "hold harmless" or "indemnify" as used in this Agreement shall include the obligation of the obligor, or the party indemnifying, to pay for reasonable attorney fees and expenses in defending against the claim to which the hold harmless or indemnification applies.

This Agreement shall be submitted to the Court for its approval, and if approved, shall be made part of the Judgment of Dissolution of Marriage and shall be of effect and binding only if a Judgment of Dissolution of Marriage is entered in the said pending cause of action. However, if no Judgment of Dissolution of Marriage is entered, this Agreement shall be void and of no legal effect.

VII. ATTORNEY FEES

Each party shall pay his or her own attorney fees and costs in this proceeding.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year written above.

