

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS,)
 by LISA MADIGAN, Attorney)
 General of the State of Illinois,)
)
 Complainant,)
)
 v.)
)
 DEMOLITION EXCAVATING GROUP,)
 INC., a dissolved Illinois corporation,)
 RHONDA FISHER, and EDWARD)
 FISHER,)
)
 Respondents.)

PCB No. 17-46
(Enforcement-Land)

NOTICE OF FILING

To: See attached service list
(VIA ELECTRONIC FILING)

PLEASE TAKE NOTICE that on April 3, 2017, I electronically filed with the Clerk of the Pollution Control Board of the State of Illinois, Notice of Filing and Complainant's Response to Respondents Rhonda Fisher and Edward Fisher's Motion for Summary Judgment, a copy of which is attached hereto and herewith served upon you.

Respectfully submitted,

PEOPLE OF THE STATE OF ILLINOIS,

Complainant,

By: s/Matthew Walker
 Matthew Walker, #6324810
 Assistant Attorney General
 500 South Second Street
 Springfield, Illinois 62706
 (217) 782-9031
 mwalker@atg.state.il. us
 ebs@atg.state.il. us

Dated April 3, 2017

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS,)	
)	
Complainant,)	
)	
v.)	PCB No. 2017-046
)	(Enforcement-Land)
DEMOLITION EXCAVATING GROUP, INC.,)	
a dissolved Illinois corporation,)	
RHONDA FISHER, and EDWARD FISHER,)	
)	
Respondents.)	

**COMPLAINANT'S RESPONSE TO
RESPONDENTS RHONDA FISHER AND EDWARD FISHER'S
MOTION FOR SUMMARY JUDGMENT**

Complainant, PEOPLE OF THE STATE OF ILLINOIS, pursuant to 35 Ill. Adm. Code 101.500, hereby responds to Respondents RHONDA FISHER and EDWARD FISHER's Motion for Summary Judgment. The People request that the Respondents' Motion for Summary Judgment be denied.

INTRODUCTION

On February 16, 2017, the People of the State of Illinois, by Lisa Madigan, Attorney General of the State of Illinois, ("the People") filed a Complaint against Demolition Excavating Group, Inc., and its owners and officers, Rhonda Fisher and Edward Fisher ("the Fishers"), alleging violations of the Illinois Environmental Protection Act ("the Act"), 415 ILCS 5/1 *et seq.* (2014), related to the open dumping of demolition debris at the site of the former Pekin High School ("the Site") in Pekin, Illinois. In response, the Fishers moved for summary judgment, claiming that the People have failed to set forth a basis to establish the Fishers' individual liability. In their Motion for Summary Judgment ("Motion"), the Fishers do not deny the facts

alleged in the Complaint, nor assert the absence of evidence to establish those facts, but instead misapply well-established law to the alleged facts. Indeed, the Illinois Pollution Control Board (“Board”) has found the Fishers individually liable on multiple occasions for the same type of violations, under nearly identical circumstances, setting a clear precedent for the People’s requested remedy. In addition, the Fishers repeatedly refer to the facts alleged in the Complaint as “alleged,” but simultaneously attempt to utilize those facts as the basis for their own Motion. *See, e.g.*, Motion at ¶ 3. The Fishers, therefore, implicitly acknowledge the existence of disputed issues regarding those facts. In light of these shortcomings, and the line of cases before this Board specifically concerning similar conduct by the Fishers, summary judgment is not appropriate at this time. The Board should deny the Fishers’ Motion for Summary Judgment.

STANDARD OF REVIEW

Prior to hearing but after the opposing party has appeared, the Board may dispose of a case through a motion for summary judgment. A motion for summary judgment is proper if the materials on file show that there is no genuine issue of material fact. 35 Ill. Adm. Code 101.516(b). The summary judgment determination is made on the basis of an examination of all materials submitted in the light most favorable to the party opposing the motion. *People v. General Waste Services, Inc.* PCB 07-45 (Sept. 30, 2008), slip op. at 1. Granting summary judgment as a means to end litigation should be implemented sparingly. *Buerkett v. Illinois Power Co.*, 893 N.E.2d 702, 708 (4th Dist. 2008).

ARGUMENT

A party that moves for summary judgment bears both the burden of persuasion and the initial burden of production. *Hall v. Flowers*, 798 N.E.2d 757, 762 (4th Dist. 2003). A defendant moving for summary judgment can meet its initial burden of production in two ways:

“(1) by affirmatively disproving the plaintiff's case by introducing evidence that, if uncontroverted, would entitle the movant to judgment as a matter of law (traditional test) or (2) by establishing that the nonmovant lacks sufficient evidence to prove an essential element of the cause of action (*Celotex* test).” *Williams v. Covenant Med. Ctr.*, 737 N.E.2d 662, 668 (4th Dist. 2000) (citing *Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986)). If the defendant satisfies its initial burden of production, then the plaintiff must present an evidentiary basis that “would arguably entitle them to a judgment under the applicable law.” *Id.* By contrast, if the defendant fails to satisfy its initial burden of production, then “a party opposing a motion for summary judgment may rely solely upon his pleadings to create a material question of fact until the movant supplies facts that would clearly entitle him to judgment as a matter of law.” *Malone v. American Cyanamid Co.*, 649 N.E.2d 493, 495 (4th Dist. 1995).

The Fishers' Motion is devoid of supporting case law, but it appears that the Fishers have brought a *Celotex*-type motion attempting to establish that the People lack sufficient evidence to prove essential elements of the causes of action set out in the Complaint. The Motion's chief defect is that it misconstrues the elements of the Complaint's causes of action. The Complaint sets forth an uncontroverted basis for the Fishers' individual liability because it establishes that Edward Fisher and Rhonda Fisher both actively participated and were personally involved in the decisions and actions that gave rise to the open dumping violations at the Site—specifically, the demolition of, and on-site open dumping of waste from, the former Pekin High School. *See, e.g., People ex rel. Burris v. C.J.R. Processing, Inc.*, 647 N.E.2d 1035, 1037 (3d Dist. 1995). Indeed, previous Board opinions have held the Fishers individually liable under the Act for the exact same type of actions, in the exact same type of enforcement actions. *See, e.g., People v. Demolition Excavating Group et al.*, PCB 14-2 (May 19, 2015). Moreover, the Motion asserts

that the facts set out in the Complaint are “alleged,” while also attempting to use those same facts as the basis for summary judgment. This argument is self-defeating because, if the underlying facts are described as merely “alleged,” while simultaneously adopted as true, there is inevitably an issue of material fact. Because of the foregoing, summary judgment cannot be granted at this time, and the Motion for Summary Judgment should be denied.

I. Respondent’s Motion does not establish that the People lack sufficient evidence to prove individual liability.

As the Board is well advised, liability for corporate officers under the Act may be predicated on personal involvement in actions that violated the Act, not merely on a person’s relationship to the corporation. Corporate officers are “liable for their corporations’ violation of environmental protection statutes if the officer was either directly responsible for, personally involved in, or actively participated in the acts constituting the violation.” *C.J.R. Processing*, 647 N.E.2d at 1037. This also includes the situation where an individual defendant “had control over the pollution or was in control of the area from where the pollution occurred, and did not take precautions to prevent the pollution.” *People ex rel. Ryan v. Agpro, Inc.*, 803 N.E.2d 1007, 1019 (2d Dist. 2005), *aff’d* 214 Ill. 2d 222 (2005). Further, to fall within the scope of direct responsibility, personal involvement or active participation, the corporate officer does not even need to perform the actual physical act that constitutes a violation. *Id.* at 1019. A person must merely authorize the actions leading to the violations in order to be held liable. *People ex rel. Madigan v. J.T. Einoder, Inc.*, 28 N.E.3d 758, 767 (2015).

Here, the Fishers’ characterization of environmental law as applied to the alleged facts is simply incorrect. The Fishers do not recognize that their summary of the Complaint’s allegations against them, in paragraph 3 of the Motion, actually supports the imposition of individual liability against them, rather than refutes it. Accordingly, the Fishers have not met

their initial burden of production. The People do not lack sufficient evidence to prove any essential elements of the Complaint's causes of action, because a legally correct interpretation of the Complaint's uncontroverted facts is sufficient to establish the Fishers' individual liability. Even if the Fishers had met their burden of production, the People's evidence, discussed below—some of it provided by the Fishers themselves—would create a genuine issue of material fact as to the Fishers' individual liability. Moreover, the State is entitled to an opportunity to conduct discovery to obtain any additional relevant evidence. Because the Fishers have failed to meet their burden of production, summary judgment is not appropriate at this time and should be denied.

A. The Fishers have not met their initial burden of production because they misconstrue the applicable law.

As a threshold matter, the Fishers have not met their initial burden of production. The Fishers only could have met this burden by introducing uncontroverted evidence entitling them to judgment as a matter of law, or by establishing that the People lack sufficient evidence to prove the Complaint's causes of action. *Williams*, 737 N.E.2d at 668. Because the Fishers have alleged no uncontroverted evidence or properly established the People lack sufficient evidence, the People are not required to produce any evidence of their own.

The movant bears the initial burden of production and the burden of persuasion when making a motion for summary judgment. "Only if a defendant satisfies its initial burden of production does the burden shift to the plaintiffs to present some factual basis that would arguably entitle them to a judgment under the applicable law." *Id.* In moving for summary judgment, the Fishers assumed the initial burden of production. They attempted to meet this burden by merely arguing, without any citation to law, that their individual acts, as alleged in the Complaint, do not support the imposition of individual liability, because they purportedly were

committed under the auspices of the corporate Respondent, Demolition Excavating Group, Inc. (“DEG”). *See* Motion at ¶ 3. This argument is legally incorrect, and inadequate to meet the initial burden of production. Simply put: the Fishers failed to establish that the People lack evidence to support the Complaint’s causes of action, because they misapprehended what evidence was needed to prove those causes of action.

The Fishers have also failed to meet their burden in producing any uncontroverted evidence defeating the Complaint’s causes of action. The factual allegations made in support of the Motion speak volumes about the Motion’s deficiencies. In their Motion, the Fishers state that Edward Fisher was a “volunteer” for DEG, and imply this fact would somehow absolve him of liability. Motion at ¶¶ 2, 4. Assuming, *arguendo*, that this assertion were true, Edward Fisher would still be liable for violations of the Act because, as alleged in the Complaint, he actually had control over the waste at the site and engaged in the activities underlying the violations. The nature of the financial relationship between a person and a corporation has no bearing on potential liability in this case. Rather, it is direct responsibility, personal involvement and active participation in the activities that caused violations that supports Edward Fisher’s liability, as shown below. Edward Fisher’s active participation and direct control over Site activities establishes his liability, and the Fishers’ incorrect legal contention to the contrary does not shield them from liability. Thus, the Fishers have not met their initial burden of production by either means, and no burden has been shifted to the People. Summary judgment is not appropriate at this time, and the Motion should be denied.

B. The People’s allegations in support of individual liability rest on substantial evidence of the Fishers’ active participation in Site activities.

Even if the Board were to find the Fishers had met their initial burden of production, the Complaint’s claims for individual liability rest on substantial evidence that would create a

genuine issue of fact. Counts I, II and III of the Complaint allege violations of the Act based on open dumping, open dumping resulting in litter, and open dumping of demolition debris, respectively. All three counts stem from the Fishers' active participation in their mismanagement of demolition debris and failure to properly remediate the Site.

For example, the People allege in the Complaint that the Respondents' use of non-clean demolition debris as fill material contributed to the open dumping violation. Compl. at ¶ 36. A letter received by Illinois EPA on April 14, 2014 and signed by DEG stated, "Ed Fisher was the one who does the backfilling so that DEG knows what is used for backfill." See Exhibit 5. After Illinois EPA informed the Fishers that this use of fill was prohibited, Illinois EPA again witnessed non-clean demolition debris being used as fill in a graded area at the Site. See Exhibit 4 at 3. This evidence establishes not only that Edward Fisher was actually operating the equipment at the Site, but also more generally that he had control over the pollution or the area where it occurred and did not take precautions to prevent the pollution. See *C.J.R. Processing*, 647 N.E.2d at 1035.

In fact, this exact same type of conduct was the basis for the Board's decision in *People v. Demolition Excavating Group et al.*, PCB 14-2 (May 19, 2015). On May 19, 2015, the Board entered an order against the Fishers and DEG for violations based on the open dumping of waste that originated from the present Site, but that the Respondents disposed of at a different site. In finding all respondents in that matter liable, the Board determined that Edward Fisher and Rhonda Fisher had personally arranged to use non-clean demolition debris as fill, as is alleged in the present matter. *Id.*, slip op. at 3, 9. Further, the Board found the Fishers arranged the open dumping of demolition debris on a site not meeting the requirements for a landfill, also as alleged in the present matter. *Id.*, slip op. at 4, 9.

As to Edward Fisher, he is a manager of DEG. See Exhibit 1 at 1. During Illinois EPA inspections of the Site on March 20, 2014 and March 27, 2014, Edward Fisher identified for Illinois EPA which accumulations of demolition debris were waste, and explained the Respondents' purported process and intended location for waste disposal, as well as progress towards project completion. See Exhibit 3 at 3 and Exhibit 4 at 3. It is clear from Edward Fisher's statements during the Illinois EPA inspections that he held a role as a personal supervisor of demolition work and that he authorized disposal activities. Moreover, the Fishers filed a Motion to Reconsider in *Demolition Excavating Group*, PCB 14-2, which among other things, included a contract signed by Edward Fisher with Waste Management for the disposal of demolition waste from the Site that identified Edward Fisher as the contact person for DEG. See Exhibit 6. The People's evidence, in conjunction with the earlier Board decisions against the Fishers, establishes Edward Fisher's active involvement in the violations alleged in the Complaint, and thus his individual liability.

As to Rhonda Fisher, the Illinois EPA was informed on November 26, 2013 that Rhonda Fisher was keeping a log of operations at the Site that contains all receipts, permits, and other documentation of the Respondents' activities at the Site. See Exhibit 1 at 1. Count IV of the People's Complaint charges the Respondents with a Failure to File an Initial Facility Report with the Agency under Section 815.201 of the Board Regulations, 35 Ill. Adm. Code 815.201. Compl. ¶ 55. Evidence of Rhonda's direct responsibility for recordkeeping demonstrates her accountability for this violation. It also tends to show Rhonda's personal involvement in and direct responsibility for arranging the proper disposal of waste products at the Site, thereby contributing to open dumping violations.

Moreover, Illinois EPA received a letter from Rhonda Fisher of DEG in response to a Violation Notice on May 2, 2014, requesting a meeting to discuss environmental compliance at the Site. See Exhibit 7. In their Motion to Reconsider in PCB 14-2, the Fishers submitted a contract with an environmental consulting service concerning the demolition debris signed by Rhonda Fisher. See Exhibit 8. Further, Rhonda previously accompanied Illinois EPA on multiple inspections of the Site, represented DEG at compliance meetings with Illinois EPA, and was the primary contact for environmental compliance matters at the Site. All of these facts demonstrate that Rhonda Fisher was a party responsible for environmental compliance at the Site. These facts also indicate that Rhonda had ultimate authority to control the proper disposal of waste generated at the Site, and failed to do so.

The above evidence clearly establishes a sufficient factual basis to support entry of a judgement for the People against the Fishers. Even if the Fishers had met their initial burden of production, this evidence would create a genuine issue of material fact as to the Fishers' individual liability. The Motion should be denied.

C. The Motion cannot be granted where the People have not had any opportunity for discovery.

The Motion cannot in any event establish that the People lack sufficient evidence to prove individual liability, because the People have not had any opportunity to conduct factual discovery. Given the premature timing of this Motion, the Fishers cannot establish the People lack a sufficient basis for the Complaint. Even if the Board found that the Fishers had met their burden of production, the Board should deny the Motion and allow the People the necessary time to conduct discovery.

Summary judgment is only allowed when the nonmovant has had "extensive opportunity" to establish his case, but nevertheless fails to demonstrate that it could establish its

cause of action. *Williams*, 737 N.E.2d at 672. The People have not had any opportunity to engage in discovery at this point, let alone an “extensive opportunity.” Granting the Motion at this juncture would deny the People adequate time for discovery, and the law is clear that “a plaintiff should be given adequate time to gather evidence when a defendant makes a *Celotex*-type motion.” *Id.* at 691, 670. While the People submit that the evidence discussed above is already sufficient to establish the Fishers’ individual liability, discovery would allow the People to even further strengthen the case. The People request that summary judgment be denied at this time.

II. The Board has previously held the Fisher’s analogous actions sufficient to support individual liability under the Act.

The Fishers, DEG, and DEG’s predecessor corporation, DEM/EX Group, Inc. (“DEM/EX”), have been the subject of three other similar enforcement actions before the Board, all of which resulted in a finding of individual liability for the Fishers in nearly identical circumstances. Board precedent establishes the Fishers’ activities as sufficient for a finding of individual liability, and thus the Board should find the People have demonstrated a sufficient factual basis and deny the Motion.

As noted above, the Board recently entered an order against the Fishers in *Demolition Excavating Group*, PCB 14-2. On May 16, 2013, the Board entered an order against Rhonda Fisher, Edward Fisher and DEM/EX, finding the respondents individually liable for open dumping of demolition debris. *People v. Edward W. Fisher et al.*, PCB 13-3 (May 16, 2013). DEG is the successor corporation to DEM/EX. *Demolition Excavating Group*, PCB 14-2 (May 19, 2015), slip op. at 2-3. Rhonda Fisher and Edward Fisher were shareholders in both DEG and DEM/EX. *Id.* at 3. Rhonda Fisher is the President of DEG, and Edward Fisher is an authorized

agent or employee of DEG. *Id.* Edward Fisher was the President and Secretary of DEM/EX Group, Inc. *Id.*

On June 5, 2008, the Board found that the Fishers and DEM/EX violated the Act as “operators of the facility” by causing or allowing the open dumping of waste in a manner resulting in litter and in the deposition of general or clean construction or demolition debris. *IEPA v. Edward W. Fisher et al.*, AC 2008-026 (June 5, 2008). As “operators of the facility” at the present Site, the Fishers are individually liable in the present matter as well.

It is rare that an adjudicator has such strongly established precedent for the same parties, charged with the same violations, under nearly the same circumstances. Yet three separate Board orders have properly found the Fishers individually liable under the Act, under conditions that mirror those presented by this action. This Board should not divert from the clear precedent set by prior Board decisions, and should deny the Motion.

III. The Motion is inherently contradictory because it relies upon facts while simultaneously characterizing the same facts as “alleged.”

The Motion must be denied as the Fishers’ argument implicitly raises a genuine issue of material fact. Motions for summary judgment can only be granted where there is no genuine issue of material fact. In paragraphs 3 and 4 of the Motion, the Fishers refer to the People’s factual basis for individual liability as “alleged activities” and state that “Ed and/or Rhonda merely are alleged” to have completed those acts. Motion at ¶¶ 3, 4. Simultaneously, though, the Fishers attempt to use those activities as the basis for their Motion, stating the activities were done in DEG’s normal course of business, such that the Fishers cannot be held individually liable. Motion at ¶ 4. The Fishers are playing both sides. A motion for summary judgment can only be granted where no genuine issue of material fact exists. By asserting that their activities are merely “alleged,” while simultaneously stating the activities were completed, albeit under the

auspices of the corporation, the Fishers inherently acknowledge there is an issue of fact as to those activities. Thus, summary judgment cannot be granted at this time.

CONCLUSION

The Complaint adequately sets forth a basis for Rhonda Fisher and Edward Fisher's individual liability. The Fishers' misunderstanding of the extent of operator liability under the Act does not shield them from being held responsible for their active participation and involvement in the violations occurring at the Site. The three previous Board decisions holding the Fishers individually liable should be followed in this case. Moreover, the Fishers implicitly acknowledge a genuine issue of fact by relying on the facts alleged in the Complaint as the basis for their Motion. Summary judgment is improper at this time, and the Board should deny the Motion for Summary Judgment.

Respectfully submitted,

PEOPLE OF THE STATE OF ILLINOIS,

Complainant,

By: /s/Matthew Walker
Matthew Walker, #6324810
Assistant Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-9031
mwalker@atg.state.il.us
ebs@atg.state.il.us

Dated: April 3, 2017

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
BUREAU OF LAND/FIELD OPERATIONS SECTION
COMPLAINT INVESTIGATION FORM

Complaint #: C-2013-082-P
Date Received: 11/25/2013
By: John Tripses, BOL/FOS-Peoria
(via Pollution Complaints)

Ex. 1

~~CONFIDENTIAL~~ Med

By E-mail; By Phone; In Person; By Mail

BOL File Heading: 1794735150 -- Tazewell County
West Campus Corporation
FOS

Complainant: [Redacted]
Address: [Redacted]
City: [Redacted]
Telephone #: [Redacted]
E-Mail: [Redacted]

Respondent: Second Chance Investment, LLC,
Broadway Series
Address: 4118 North Keenland Avenue
City: Peoria, IL 61614
Telephone #: [Redacted]
E-Mail: [Redacted]

RECEIVED

DEC 13 2013

Directions to Source: 207 North 9th Street, Pekin, IL 61554

Complaint Details: DEG Demolition Company from Manito Il. is demolishing the Old West Campus in Pekin, IL. They are crushing up concrete, but its not clean concrete, there are other things mixed in with the concrete. Anyone can see this being done, simply by driving by and looking. Also go to www.thepekinrebel.us

IEPA/BOL

EPA-DIVISION OF RECORDS MANAGEMENT
RELEASABLE

INVESTIGATION FINDINGS

APR 24 2014

By: Gene Figge, BOL/FOS-Peoria
Interviewed: Ed Fisher & Tim Moyer DEG
Investigation Results (Select one of the following):

Date: 11/26/2013
Time: 9:00 a.m. -- 10:00 a.m.

REVIEWER MED

Refer to inspection report dated:
 Refer to following for details: I arrived at the facility at 9:00 a.m. on November 26, 2013. I spoke with Ed Fisher the manager of DEG of Manito Illinois. Mr. Fisher said that the materials going through the crusher yesterday and jammed. The only way the crusher could be cleared was by running it all through. The mingled material that was cleared from the jam was accumulated to be run through the machine again. The machine is operated by Tim Moyer. The aggregate from the crushing operation is to be used on the site during development. All material that is leaving the site is a waste that is being sent to Peoria County Landfill. The contact at the landfill is Steve McFeeny.

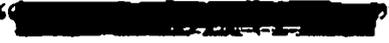
DEG has retained Mckee Environmental as a consultant on the project (contact Brad McKee 309-275-1900). The asbestos from the building that is being demolished was removed by Certified Abatement Technology. Dennis Hancock of DAPC has confirmed the removal of the asbestos. The material being crushed is being wetted in order to control dust. Rhonda Fisher (DEG President) is keeping a log of the operations that contains all receipts, permits, and other documentation. Ed Fisher said that they hope to have the project completed by the first of the year.

From the site I went to the Recorder of Deeds Office. In the development of the property the deed was transferred from West Campus Corporation to the City of Pekin and DEG. From the City of Pekin and DEG the deed was once more transferred to Second Chance Investments, LLC, Broadway Series. Second Chance Investments has the same mailing address as West Campus Corporation. The manager of Second Chance Investments is Merle Huff and the Registered Agent is Karl B. Kuppler (see attached). According to my

Ex. 1

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
BUREAU OF LAND/FIELD OPERATIONS SECTION
COMPLAINT INVESTIGATION FORM**

Complaint #: C-2013-082-P
Date Received: 11/25/2013
By: John Tripses, BOL/FOS-Peoria
(via Pollution Complaints)

“” *MEP* By E-mail; By Phone; In Person; By Mail

BOL File Heading: 1794735150 -- Tazewell County
West Campus Corporation
FOS

research the property is supposed to be transferred to a final un-named party for final development.

All waste that is being transported from the facility appears to be properly disposed of. The aggregate that is being manufactured is not leaving the site. The area is being wetted in order to control dust. See attached photographs of the conditions at the facility.

Complainant notified of findings?

Referred to:

File Opened?

Tripses, John

From: EPA.Pollution.Complaints
Sent: Monday, November 25, 2013 1:33 PM
To: Tripses, John
Cc: Purseglove, Paul
Subject: FW: Citizen Pollution Complaint

Hi John-- forwarding "cryptic" complaint about demolition work at school in Pekin... thanks,
Kurt

-----Original Message-----

From: [redacted] [mailto:[redacted]]
Sent: Sunday, November 24, 2013 10:06 PM
To: EPA.Pollution.Complaints
Subject: Citizen Pollution Complaint

Below is the result of your feedback form. It was submitted by [redacted]
[redacted] on Sunday, November 24, 2013 at 22:06:27

Street_Address: [redacted]

City: [redacted]

County: [redacted]

State: [redacted]

Zip: [redacted]

Home Phone: [redacted]

Cell Phone: [redacted]

Owner_Company_Name: DEG Demolition Company

Owner_Company_Street: unknown

Owner_Company_City: Manito

Owner_Company_County: Mason

Owner_Company_Zip: unknown

Source: Unknown

Land_Issues: Yes

Problem_Description: DEG Demolition Company from Manito Il. is demolishing the Old West Campus in Pekin, IL. They are crushing up concrete, but its not clean concrete, there are other things mixed in with the concrete. Anyone can see this being done, simply by driving by and looking. Also go to www.thepekinrebel.us

Health_Affected: No

Doctor_Consulted: No

Property_Damage: No

Worked_for_Source: No

Filed_Claim: No

Contacted_Source: No

Outcome_of_Contact: They have been sited before for illegal dumping

Willing_to_Testify: Yes

Consent_to_Identity_Disclosure: Yes

Submit: Submit



1794735150 -- Tazewell County
West Campus Corporation
FOS

Site Photographs
Page 1 of 3

DATE: November 26, 2013

TIME: 9:56 a.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the west.

PHOTOGRAPH NUMBER: 1

PHOTOGRAPH FILE NAME:
1794735150~11262013-001.jpg

COMMENTS: Material being run
through a hammer mill.



DATE: November 26, 2013

TIME: 9:57 a.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the south.

PHOTOGRAPH NUMBER: 2

PHOTOGRAPH FILE NAME:
1794735150~11262013-002.jpg

COMMENTS: Material being
wetted and loaded into hammer
mill.



DOCUMENT FILE NAME:
1794735150~11262013.doc



1794735150 -- Tazewell County
West Campus Corporation
FOS

Site Photographs
Page 2 of 3

DATE: November 26, 2013

TIME: 9:57 a.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the west.

PHOTOGRAPH NUMBER: 3

PHOTOGRAPH FILE NAME:
1794735150~11262013-003.jpg

COMMENTS: Demolition of the
last remaining building on the site.



DATE: November 26, 2013

TIME: 9:58 a.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the west.

PHOTOGRAPH NUMBER: 4

PHOTOGRAPH FILE NAME:
1794735150~11262013-004.jpg

COMMENTS: Demolition of the
last remaining building on the site.



DOCUMENT FILE NAME:
1794735150~11262013.doc



1794735150 -- Tazewell County
West Campus Corporation
FOS

Site Photographs
Page 3 of 3

DATE: November 26, 2013

TIME: 10:00 a.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the west.

PHOTOGRAPH NUMBER: 5

PHOTOGRAPH FILE NAME:
1794735150~11262013-005.jpg

COMMENTS: Demolition of the
last remaining building on the site.



DATE: November 26, 2013

TIME: 10:00 a.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the west.

PHOTOGRAPH NUMBER: 6

PHOTOGRAPH FILE NAME:
1794735150~11262013-006.jpg

COMMENTS: Truck being
loaded for transportation of waste to
Peoria County Landfill.



DOCUMENT FILE NAME:
1794735150~11262013.doc

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

Open Dump Inspection Checklist

APR 23 2014

County: Tazewell LPC#: 1794735150 Region: 3 - Peoria
 Location/Site Name: Pekin/207 209 and 211 North 9th Street
 Date: 03/04/2014 Time: From 2:15 pm To 3:00 pm Previous Inspection Date: 08/15/2013
 Inspector(s): Gene Figge Weather: 30 F Clear
 No. of Photos Taken: # 10 Est. Amt. of Waste: 4000 yds³ Samples Taken: Yes # No
 Interviewed: Justin Mallery Complaint #: C-2014-007-P & C-2014-008-P
 Latitude: 40.569148 Longitude: -89.640096 Collection Point Description: Center of Site - driveway
 (Example: Lat.: 41.26493 Long.: -89.38294) Collection Method: Map Interpolation - Google Maps

~~REVIEWER RDH~~

Responsible Party
Mailing Address(es)
and Phone Number(s):

Chicago Title Land Trust Co.
Trust No.8002363020 dtd 10.2.2013
10 South LaSalle Street, Suite 2750
Chicago, Illinois 60603
Josh Hafliker Cell 309-208-0767

Demolition Excavating Group, Inc.
Registered Agent: David L. Cover
456 Fulton St., Suite 203
Peoria, Illinois 61602
309-968-6245 Cell: 734-755-3017

SECTION	DESCRIPTION	VIOL
ILLINOIS ENVIRONMENTAL PROTECTION ACT REQUIREMENTS		
1. 9(a)	CAUSE, THREATEN OR ALLOW AIR POLLUTION IN ILLINOIS	<input type="checkbox"/>
2. 9(c)	CAUSE OR ALLOW OPEN BURNING	<input type="checkbox"/>
3. 12(a)	CAUSE, THREATEN OR ALLOW WATER POLLUTION IN ILLINOIS	<input type="checkbox"/>
4. 12(d)	CREATE A WATER POLLUTION HAZARD	<input type="checkbox"/>
5. 21(a)	CAUSE OR ALLOW OPEN DUMPING	<input checked="" type="checkbox"/>
6. 21(d)	CONDUCT ANY WASTE-STORAGE, WASTE-TREATMENT, OR WASTE- DISPOSAL OPERATION:	
	(1) Without a Permit	<input type="checkbox"/>
	(2) In Violation of Any Regulations or Standards Adopted by the Board	<input checked="" type="checkbox"/>
7. 21(e)	DISPOSE, TREAT, STORE, OR ABANDON ANY WASTE, OR TRANSPORT ANY WASTE INTO THE STATE AT/TO SITES NOT MEETING REQUIREMENTS OF ACT AND REGULATIONS	<input checked="" type="checkbox"/>
8. 21(p)	CAUSE OR ALLOW THE OPEN DUMPING OF ANY WASTE IN A MANNER WHICH RESULTS IN ANY OF THE FOLLOWING OCCURRENCES AT THE DUMP SITE:	
	(1) Litter	<input checked="" type="checkbox"/>
	(2) Scavenging	<input type="checkbox"/>
	(3) Open Burning	<input type="checkbox"/>
	(4) Deposition of Waste in Standing or Flowing Waters	<input type="checkbox"/>
	(5) Proliferation of Disease Vectors	<input type="checkbox"/>
	(6) Standing or Flowing Liquid Discharge from the Dump Site	<input type="checkbox"/>
	(7) Deposition of: (i) General Construction or Demolition Debris as defined in Section 3.160(a); or (ii) Clean Construction or Demolition Debris as defined in Section 3.160(b)	<input checked="" type="checkbox"/>

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LPC # 1794735150

Inspection Date: 03/14/2014

9.	55(a)	NO PERSON SHALL:	
	(1)	Cause or Allow Open Dumping of Any Used or Waste Tire	<input type="checkbox"/>
	(2)	Cause or Allow Open Burning of Any Used or Waste Tire	<input type="checkbox"/>
10.	55(k)	NO PERSON SHALL:	
	(1)	Cause or Allow Water to Accumulate In Used or Waste Tires	<input type="checkbox"/>
	(4)	Transport Used or Waste Tires in Violation of the Registration and Placarding Requirements	<input type="checkbox"/>
ELECTRONIC PRODUCTS RECYCLING AND REUSE ACT REQUIREMENTS			
11.	95(a)	NO PERSON MAY KNOWINGLY CAUSE OR ALLOW THE MIXING OF A COVERED ELECTRONIC DEVICE (CED) OR OTHER LISTED DEVICE WITH MUNICIPAL WASTE THAT IS INTENDED FOR DISPOSAL AT A LANDFILL	<input type="checkbox"/>
12.	95(b)	NO PERSON MAY KNOWINGLY CAUSE OR ALLOW THE DISPOSAL OF A CED OR OTHER LISTED DEVICE IN A SANITARY LANDFILL	<input type="checkbox"/>
13.	95(c)	NO PERSON MAY KNOWINGLY CAUSE OR ALLOW THE MIXING OF A CED OR OTHER LISTED DEVICE WITH WASTE THAT IS INTENDED FOR DISPOSAL BY BURNING OR INCINERATION	<input type="checkbox"/>
14.	95(d)	NO PERSON MAY KNOWINGLY CAUSE OR ALLOW THE BURNING OR INCINERATION OF A CED OR OTHER LISTED DEVICE	<input type="checkbox"/>
35 ILLINOIS ADMINISTRATIVE CODE REQUIREMENTS SUBTITLE G			
15.	812.101(a)	FAILURE TO SUBMIT AN APPLICATION FOR A PERMIT TO DEVELOP AND OPERATE A LANDFILL	<input type="checkbox"/>
16.	722.111	HAZARDOUS WASTE DETERMINATION	<input type="checkbox"/>
17.	808.121	SPECIAL WASTE DETERMINATION	<input type="checkbox"/>
18.	809.302(a)	ACCEPTANCE OF SPECIAL WASTE FROM A WASTE TRANSPORTER WITHOUT A WASTE HAULING PERMIT, UNIFORM WASTE PROGRAM REGISTRATION AND PERMIT AND/OR MANIFEST	<input type="checkbox"/>
19.	815.201	FAILURE TO FILE AN INITIAL FACILITY REPORT WITH THE AGENCY TO PROVIDE INFORMATION CONCERNING LOCATION AND DISPOSAL PRACTICES OF THE FACILITY	<input checked="" type="checkbox"/>
OTHER REQUIREMENTS			
20.		APPARENT VIOLATION OF: (<input type="checkbox"/>) PCB; (<input type="checkbox"/>) CIRCUIT COURT CASE NUMBER: ORDER ENTERED ON:	<input type="checkbox"/>
21.	OTHER:		<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

Informational Notes

1. [Illinois] Environmental Protection Act: 415 ILCS 5/1 et seq.; and The Electronic Products Recycling and Reuse Act: 415 ILCS 150/5 et seq.
2. Illinois Pollution Control Board: 35 Ill. Adm. Code, Subtitle G.
3. Statutory and regulatory references herein are provided for convenience only and should not be construed as legal conclusions of the Agency or as limiting the Agency's statutory or regulatory powers. Requirements of some statutes and regulations cited are in summary format. Full text of requirements can be found in references listed in 1. and 2. above.
4. The provisions of subsection (p) of Section 21, subsection (k) of Section 55 of the [Illinois] Environmental Protection Act shall be enforceable either by administrative citation under Section 31.1 of that Act or by complaint under Section 31 of that Act. Violation of the Electronic Products Recycling and Reuse Act shall be enforceable by administrative citation under Section 20(k) of that Act, or referral to the Attorney General, pursuant to Section 20(a) of that Act.
5. This inspection was conducted in accordance with Sections 4(c) and 4(d) of the [Illinois] Environmental Protection Act: 415 ILCS 5/4(c) and (d); and Section 20(a) of the Electronic Products Recycling and Reuse Act: 415 ILCS 150/20(a).

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207 209 and 211 North 9th Street
FOS
Inspection Date: March 4, 2014
Prepared By: Gene Figge
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Narrative

On March 4, 2014, I conducted an inspection from 2:15 p.m. until 3:00 p.m. at 207 209 and 211 North 9th Street. The inspection was conducted in response to citizen complaints C-2014-007-P and C-2014-008-P alleging that demolition waste from the old Pekin High School was being used to fill in the basement on the site. The following persons participated in the inspection:

Gene Figge - IEPA (author)
Justin Mallery - Demolition Excavating Group, Inc.

The old Pekin High School has now been completely demolished. The waste from the demolition is being processed through a crusher to remove the wood and metal. The metal is being sent off of the site for scrap and the wood is being sent to Peoria City County Landfill. The aggregate material that produced from the crushing operation is being used to grade the site.

The site is owned by Chicago Title Land Trust Co. Trust No. 8002363020 dtd 10.2.2013 and the demolition work is being conducted by Demolition Excavating Group, Inc. Upon arrival I spoke with Justin Mallery an equipment operator for Demolition Excavating Group. Mr. Mallery pointed out which accumulations of material were aggregate and which was waste.

The aggregate material did not appear to contain any wood, metal, or other debris. See photographs 1 and 2. The material that was being used to fill in the old basement did contain wood and is therefore considered General Construction and Demolition Debris. See photographs 3 through 8. There was an accumulation of demolition waste that had not been processed located adjacent to the basement. See photograph 9. The crusher was not operating during the inspection but there was an accumulation of aggregate by it as well as an accumulation of scrap metal. See photograph 10.

The following apparent violations were indicated on the inspection checklist:

1. Pursuant to Section 21(a) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(a)), no person shall cause or allow the open dumping of any waste.

A violation of Section 21(a) is alleged for the following reason: **Evidence of open dumping of waste was observed during the inspection that indicated that Chicago Title Land Trust Co. Trust No. 8002363020 dtd 10.2.2013 as owner and Demolition Excavating Group, Inc. as operator caused or allowed open dumping.**

2. Pursuant to Section 21(d)(2) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(d)(2)), no person shall conduct any waste-storage, waste-treatment, or waste-disposal operation in violation of any regulations or standards adopted by the Board under this Act.

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207 209 and 211 North 9th Street
FOS
Inspection Date: March 4, 2014
Prepared By: Gene Figge
Page 2

A violation of Section 21(d)(2) is alleged for the following reason: **Chicago Title Land Trust Co. Trust No. 8002363020 dtd 10.2.2013 as owner and Demolition Excavating Group, Inc. as operator conducted a waste disposal operation in violation of regulations adopted by the Illinois Pollution Control Board.**

3. Pursuant to Section 21(e) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(e)), no person shall dispose, treat, store or abandon any waste, or transport any waste into this State for disposal, treatment, storage or abandonment, except at a site or facility which meets the requirements of this Act and of regulations and standards thereunder.

A violation of Section 21(e) is alleged for the following reason: **Chicago Title Land Trust Co. Trust No. 8002363020 dtd 10.2.2013 as owner and Demolition Excavating Group, Inc. as operator allowed waste to be disposed at this site which does not meet the requirements of the Act and regulations thereunder.**

4. Pursuant to Section 21(p)(1) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(p)(1)), no person shall, in violation of subdivision (a) of this Section, cause or allow the open dumping of any waste in a manner which results in litter.

The prohibitions specified in this subsection (p) shall be enforceable by the Agency either by administrative citation under Section 31.1 of this Act or as otherwise provided by this Act. The specific prohibitions in this subsection do not limit the power of the Board to establish regulations or standards applicable to open dumping.

A violation of Section 21(p)(1) is alleged for the following reason: **Chicago Title Land Trust Co. Trust No. 8002363020 dtd 10.2.2013 as owner and Demolition Excavating Group, Inc. as operator caused or allowed the open dumping of waste in a manner which resulted in litter.**

5. Pursuant to Section 21(p)(7) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(p)(7)) no person shall cause or allow the open dumping of waste in a manner that results in deposition of (i) general construction or demolition debris as defined in Section 3.160(a) of this Act; or (ii) clean construction or demolition debris as defined in Section 3.160(b) of this Act.

A violation of Section 21(p)(7) is alleged for the following reason: **Chicago Title Land Trust Co. Trust No. 8002363020 dtd 10.2.2013 as owner and Demolition Excavating Group, Inc. as operator caused or allowed the open dumping of waste in a manner which resulted in deposition of general or clean construction or demolition debris.**

6. Pursuant to 35 Ill. Adm. Code 815.201, all landfills regulated under this Part shall file an initial facility report with the Agency as specified in this Subpart to provide information concerning location and disposal practices of the facility.

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207 209 and 211 North 9th Street
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Inspection Date: March 4, 2014
Prepared By: Gene Figge
Page 3

A violation of 35 Ill. Adm. Code 815.201 is alleged for the following reason: Chicago Title Land Trust Co. Trust No. 8002363020 dtd 10.2.2013 as owner and Demolition Excavating Group, Inc. as operator failed to file an initial facility report.



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
FOS

DATE: March 4, 2014

TIME: 2:31 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 1

PHOTOGRAPH FILE NAME:
1794735150-03042014-001.jpg

COMMENTS: Aggregate after
three passes through the crusher.



DATE: March 4, 2014

TIME: 2:32 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 2

PHOTOGRAPH FILE NAME:
1794735150-03042014-002.jpg

COMMENTS: Aggregate after
two passes through the crusher.



DOCUMENT FILE NAME:
1794735150-03042014.doc



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
FOS

Site Photographs
Page 2 of 5

DATE: March 4, 2014

TIME: 2:36 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the south.

PHOTOGRAPH NUMBER: 3

PHOTOGRAPH FILE NAME:
1794735150-03042014-003.jpg

COMMENTS: Waste containing
wood in the old basement.



DATE: March 4, 2014

TIME: 2:36 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the south.

PHOTOGRAPH NUMBER: 4

PHOTOGRAPH FILE NAME:
1794735150-03042014-004.jpg

COMMENTS: Waste containing
wood in the old basement.



DOCUMENT FILE NAME:
1794735150-03042014.doc



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
FOS

Site Photographs
Page 3 of 5

DATE: March 4, 2014

TIME: 2:36 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the south.

PHOTOGRAPH NUMBER: 5

PHOTOGRAPH FILE NAME:
1794735150-03042014-005.jpg

COMMENTS: Waste containing
wood in the old basement.



DATE: March 4, 2014

TIME: 2:36 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the west.

PHOTOGRAPH NUMBER: 6

PHOTOGRAPH FILE NAME:
1794735150-03042014-006.jpg

COMMENTS: Accumulation of
waste containing wood.



DOCUMENT FILE NAME:
1794735150-03042014.doc



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
FOS

DATE: March 4, 2014

TIME: 2:36 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the West.

PHOTOGRAPH NUMBER: 7

PHOTOGRAPH FILE NAME:
1794735150-03042014-007.jpg

COMMENTS: Accumulation of
waste containing wood.



DATE: March 4, 2014

TIME: 2:37 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 8

PHOTOGRAPH FILE NAME:
1794735150-03042014-008.jpg

COMMENTS: Accumulation of
waste containing wood.



DOCUMENT FILE NAME:
1794735150-03042014.doc



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
FOS

Site Photographs
Page 5 of 5

DATE: March 4, 2014

TIME: 2:40 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the south.

PHOTOGRAPH NUMBER: 9

PHOTOGRAPH FILE NAME:
1794735150-03042014-009.jpg

COMMENTS: Mixed waste.



DATE: March 4, 2014

TIME: 2:41 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 10

PHOTOGRAPH FILE NAME:
1794735150-03042014-010.jpg

COMMENTS: Crusher with scrap
metal removed by the magnet.



DOCUMENT FILE NAME:
1794735150-03042014.doc

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
Open Dump Inspection Checklist**

Ex. 3

County: Tazewell LPC#: 1794735150 Region: 3 - Peoria
 Location/Site Name: Pekin/207 209 and 211 North 9th Street
 Date: 03/20/2014 Time: From 8:20 am To 9:00 am Previous Inspection Date: 03/04/2014
 Inspector(s): Gene Figge Weather: 35 F Clear
 No. of Photos Taken: # 13 Est. Amt. of Waste: 4000 yds³ Samples Taken: Yes # _____ No
 Interviewed: Ed Fisher, & Josh Haflinger Complaint #: _____
 Latitude: 40.569148 Longitude: -89.640096 Collection Point Description: Center of Site - Roadway
 (Example: Lat.: 41.26493 Long.: -89.38294) Collection Method: Map Interpolation - Google Maps

Responsible Party
Mailing Address(es)
and Phone Number(s):

Chicago Title Land Trust Co.
Trust No.8002363020 dtd 10.2.2013
10 South LaSalle Street, Suite 2750
Chicago, Illinois 60603
Josh Haflinger Cell 309-208-0767

Demolition Excavating Group, Inc.
Registered Agent: David L. Cover
456 Fulton St., Suite 203
Peoria, Illinois 61602
309-968-6245 Cell: 734-755-3017

	SECTION	DESCRIPTION	VIOL
ILLINOIS ENVIRONMENTAL PROTECTION ACT REQUIREMENTS			
1.	9(a)	CAUSE, THREATEN OR ALLOW AIR POLLUTION IN ILLINOIS	<input type="checkbox"/>
2.	9(c)	CAUSE OR ALLOW OPEN BURNING	<input type="checkbox"/>
3.	12(a)	CAUSE, THREATEN OR ALLOW WATER POLLUTION IN ILLINOIS	<input type="checkbox"/>
4.	12(d)	CREATE A WATER POLLUTION HAZARD	<input type="checkbox"/>
5.	21(a)	CAUSE OR ALLOW OPEN DUMPING	<input checked="" type="checkbox"/>
6.	21(d)	CONDUCT ANY WASTE-STORAGE, WASTE-TREATMENT, OR WASTE- DISPOSAL OPERATION:	
	(1)	Without a Permit	<input type="checkbox"/>
	(2)	In Violation of Any Regulations or Standards Adopted by the Board	<input checked="" type="checkbox"/>
7.	21(e)	DISPOSE, TREAT, STORE, OR ABANDON ANY WASTE, OR TRANSPORT ANY WASTE INTO THE STATE AT/TO SITES NOT MEETING REQUIREMENTS OF ACT AND REGULATIONS	<input checked="" type="checkbox"/>
8.	21(p)	CAUSE OR ALLOW THE OPEN DUMPING OF ANY WASTE IN A MANNER WHICH RESULTS IN ANY OF THE FOLLOWING OCCURRENCES AT THE DUMP SITE:	
	(1)	Litter	<input checked="" type="checkbox"/>
	(2)	Scavenging	<input type="checkbox"/>
	(3)	Open Burning	<input type="checkbox"/>
	(4)	Deposition of Waste in Standing or Flowing Waters	<input type="checkbox"/>
	(5)	Proliferation of Disease Vectors	<input type="checkbox"/>
	(6)	Standing or Flowing Liquid Discharge from the Dump Site	<input type="checkbox"/>
	(7)	Deposition of: (i) General Construction or Demolition Debris as defined in Section 3.160(a); or (ii) Clean Construction or Demolition Debris as defined in Section 3.160(b)	<input checked="" type="checkbox"/>

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LPC # 1794735150

Inspection Date: 03/20/2014

9.	55(a)	NO PERSON SHALL:	
	(1)	Cause or Allow Open Dumping of Any Used or Waste Tire	<input type="checkbox"/>
	(2)	Cause or Allow Open Burning of Any Used or Waste Tire	<input type="checkbox"/>
10.	55(k)	NO PERSON SHALL:	
	(1)	Cause or Allow Water to Accumulate in Used or Waste Tires	<input type="checkbox"/>
	(4)	Transport Used or Waste Tires in Violation of the Registration and Placarding Requirements	<input type="checkbox"/>
ELECTRONIC PRODUCTS RECYCLING AND REUSE ACT REQUIREMENTS			
11.	95(a)	NO PERSON MAY KNOWINGLY CAUSE OR ALLOW THE MIXING OF A COVERED ELECTRONIC DEVICE (CED) OR OTHER LISTED DEVICE WITH MUNICIPAL WASTE THAT IS INTENDED FOR DISPOSAL AT A LANDFILL	<input type="checkbox"/>
12.	95(b)	NO PERSON MAY KNOWINGLY CAUSE OR ALLOW THE DISPOSAL OF A CED OR OTHER LISTED DEVICE IN A SANITARY LANDFILL	<input type="checkbox"/>
13.	95(c)	NO PERSON MAY KNOWINGLY CAUSE OR ALLOW THE MIXING OF A CED OR OTHER LISTED DEVICE WITH WASTE THAT IS INTENDED FOR DISPOSAL BY BURNING OR INCINERATION	<input type="checkbox"/>
14.	95(d)	NO PERSON MAY KNOWINGLY CAUSE OR ALLOW THE BURNING OR INCINERATION OF A CED OR OTHER LISTED DEVICE	<input type="checkbox"/>
35 ILLINOIS ADMINISTRATIVE CODE REQUIREMENTS SUBTITLE G			
15.	812.101(a)	FAILURE TO SUBMIT AN APPLICATION FOR A PERMIT TO DEVELOP AND OPERATE A LANDFILL	<input type="checkbox"/>
16.	722.111	HAZARDOUS WASTE DETERMINATION	<input type="checkbox"/>
17.	808.121	SPECIAL WASTE DETERMINATION	<input type="checkbox"/>
18.	809.302(a)	ACCEPTANCE OF SPECIAL WASTE FROM A WASTE TRANSPORTER WITHOUT A WASTE HAULING PERMIT, UNIFORM WASTE PROGRAM REGISTRATION AND PERMIT AND/OR MANIFEST	<input type="checkbox"/>
19.	815.201	FAILURE TO FILE AN INITIAL FACILITY REPORT WITH THE AGENCY TO PROVIDE INFORMATION CONCERNING LOCATION AND DISPOSAL PRACTICES OF THE FACILITY	<input checked="" type="checkbox"/>
OTHER REQUIREMENTS			
20.		APPARENT VIOLATION OF: (<input type="checkbox"/>) PCB; (<input type="checkbox"/>) CIRCUIT COURT CASE NUMBER: ORDER ENTERED ON:	<input type="checkbox"/>
21.	OTHER:		<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

Informational Notes

1. [Illinois] Environmental Protection Act: 415 ILCS 5/1 et seq.; and The Electronic Products Recycling and Reuse Act: 415 ILCS 150/5 et seq.
2. Illinois Pollution Control Board: 35 Ill. Adm. Code, Subtitle G.
3. Statutory and regulatory references herein are provided for convenience only and should not be construed as legal conclusions of the Agency or as limiting the Agency's statutory or regulatory powers. Requirements of some statutes and regulations cited are in summary format. Full text of requirements can be found in references listed in 1. and 2. above.
4. The provisions of subsection (p) of Section 21, subsection (k) of Section 55 of the [Illinois] Environmental Protection Act shall be enforceable either by administrative citation under Section 31.1 of that Act or by complaint under Section 31 of that Act. Violation of the Electronic Products Recycling and Reuse Act shall be enforceable by administrative citation under Section 20(k) of that Act, or referral to the Attorney General, pursuant to Section 20(a) of that Act.
5. This inspection was conducted in accordance with Sections 4(c) and 4(d) of the [Illinois] Environmental Protection Act: 415 ILCS 5/4(c) and (d); and Section 20(a) of the Electronic Products Recycling and Reuse Act: 415 ILCS 150/20(a).

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207 209 and 211 North 9th Street
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Inspection Date: March 20, 2014
Prepared By: Gene Figge
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Narrative

On March 20, 2014, I conducted an inspection from 8:20 a.m. until 9:00 a.m. at 207 209 and 211 North 9th Street. The inspection was conducted as a follow-up to an inspection that was done on March 4, 2014. The following persons participated in the inspection:

Gene Figge - IEPA (author)
Josh Hafliger - Chicago Title Land Trust Co.
Ed Fisher - Demolition Excavating Group, Inc.

The old Pekin High School has now been completely demolished. The waste from the demolition is being processed through a crusher to remove the wood and metal. The metal is being sent off of the site for scrap and the wood is being sent to Peoria City County Landfill. The aggregate material that produced from the crushing operation is being used to grade the site.

I observed that all of the waste had been excavated from where the basement of the old high school had been. See photographs 1 through 7. Around the site there were various accumulations of waste. See photographs 8 through 12. Waste is still being run through the crusher in an attempt to make aggregate. See photograph 13.

According to Mr. Fisher the remaining waste is going to be transported to Peoria City County Landfill for disposal. Mr. Fisher said he hopes to be done with the work on the site around the first week of April. The site will then be seeded with grass.

The following apparent violations were indicated on the inspection checklist:

1. Pursuant to Section 21(a) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(a)), no person shall cause or allow the open dumping of any waste.

A violation of Section 21(a) is alleged for the following reason: **Evidence of open dumping of waste was observed during the inspection that indicated that Chicago Title Land Trust Co. Trust No. 8002363020 dtd 10.2.2013 as owner and Demolition Excavating Group, Inc. as operator caused or allowed open dumping.**

2. Pursuant to Section 21(d)(2) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(d)(2)), no person shall conduct any waste-storage, waste-treatment, or waste-disposal operation in violation of any regulations or standards adopted by the Board under this Act.

A violation of Section 21(d)(2) is alleged for the following reason: **Chicago Title Land Trust Co. Trust No. 8002363020 dtd 10.2.2013 as owner and Demolition Excavating Group, Inc. as operator conducted a waste disposal operation in violation of regulations adopted by the Illinois Pollution Control Board.**

1794735150 -- Tazewell County
207 209 and 211 North 9th Street
FOS
Inspection Date: March 20, 2014
Prepared By: Gene Figge
Page 2

3. Pursuant to Section 21(e) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(e)), no person shall dispose; treat, store or abandon any waste, or transport any waste into this State for disposal, treatment, storage or abandonment, except at a site or facility which meets the requirements of this Act and of regulations and standards thereunder.

A violation of Section 21(e) is alleged for the following reason: **Chicago Title Land Trust Co. Trust No. 8002363020 dtd 10.2.2013 as owner and Demolition Excavating Group, Inc. as operator allowed waste to be disposed at this site which does not meet the requirements of the Act and regulations thereunder.**

4. Pursuant to Section 21(p)(1) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(p)(1)), no person shall, in violation of subdivision (a) of this Section, cause or allow the open dumping of any waste in a manner which results in litter.

The prohibitions specified in this subsection (p) shall be enforceable by the Agency either by administrative citation under Section 31.1 of this Act or as otherwise provided by this Act. The specific prohibitions in this subsection do not limit the power of the Board to establish regulations or standards applicable to open dumping.

A violation of Section 21(p)(1) is alleged for the following reason: **Chicago Title Land Trust Co. Trust No. 8002363020 dtd 10.2.2013 as owner and Demolition Excavating Group, Inc. as operator caused or allowed the open dumping of waste in a manner which resulted in litter.**

5. Pursuant to Section 21(p)(7) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(p)(7)) no person shall cause or allow the open dumping of waste in a manner that results in deposition of (i) general construction or demolition debris as defined in Section 3.160(a) of this Act; or (ii) clean construction or demolition debris as defined in Section 3.160(b) of this Act.

A violation of Section 21(p)(7) is alleged for the following reason: **Chicago Title Land Trust Co. Trust No. 8002363020 dtd 10.2.2013 as owner and Demolition Excavating Group, Inc. as operator caused or allowed the open dumping of waste in a manner which resulted in deposition of general or clean construction or demolition debris.**

6. Pursuant to 35 Ill. Adm. Code 815.201, all landfills regulated under this Part shall file an initial facility report with the Agency as specified in this Subpart to provide information concerning location and disposal practices of the facility.

A violation of 35 Ill. Adm. Code 815.201 is alleged for the following reason: **Chicago Title Land Trust Co. Trust No. 8002363020 dtd 10.2.2013 as owner and Demolition Excavating Group, Inc. as operator failed to file an initial facility report.**

State of Illinois Environmental Protection Agency Site Sketch

Inspector: Gene Figge

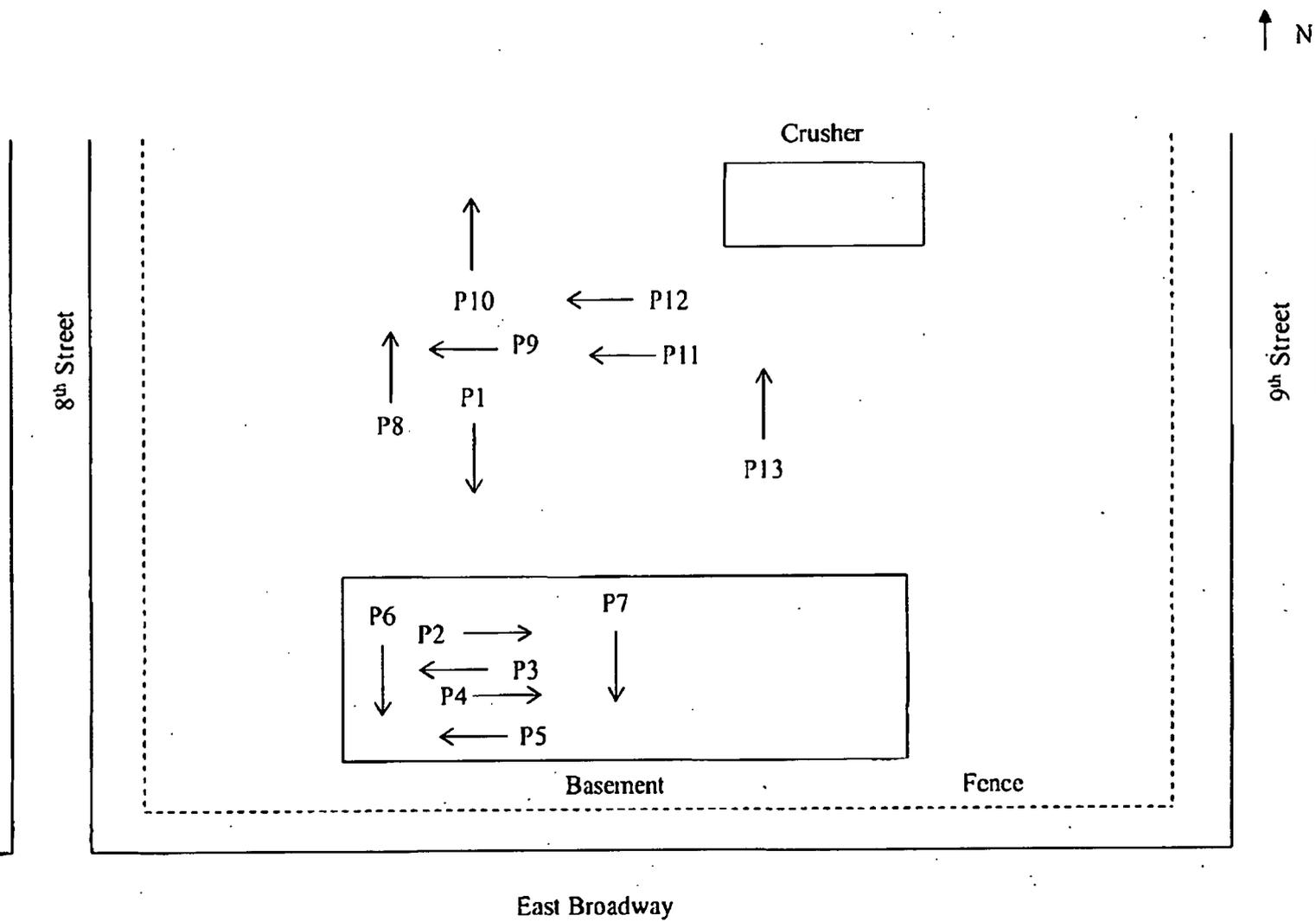
Date of Inspection: March 20, 2014

Site Name: 207-209 and 211 North 9th Street

LPC #: 1794735150

County: Tazewell

Time: 8:20 a.m. - 9:00 a.m.



Electronic Filing: Received, Clerk's Office 4/3/2017

Not to Scale



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
USEPA (delete if not needed)
FOS

Site Photographs
Page 1 of 7

DATE: March 20, 2014

TIME: 8:23 a.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the south.

PHOTOGRAPH NUMBER: 1

PHOTOGRAPH FILE NAME:
1794735150~03202014-001.jpg

COMMENTS: Excavated
basement.



DATE: March 20, 2014

TIME: 8:23 a.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the east.

PHOTOGRAPH NUMBER: 2

PHOTOGRAPH FILE NAME:
1794735150~03202014-002.jpg

COMMENTS: Edge of basement
excavation.



DOCUMENT FILE NAME:
1794735150~03202014.doc



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
USEPA (delete if not needed)
FOS

Site Photographs
Page 2 of 7

DATE: March 20, 2014

TIME: 8:23 a.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the west.

PHOTOGRAPH NUMBER: 3

PHOTOGRAPH FILE NAME:
1794735150~03202014-003.jpg

COMMENTS: Edge of basement
excavation. Saint Joseph's church
in the background.



DATE: March 20, 2014

TIME: 8:24 a.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the east.

PHOTOGRAPH NUMBER: 4

PHOTOGRAPH FILE NAME:
1794735150~03202014-004.jpg

COMMENTS: Edge of
excavation.



DOCUMENT FILE NAME:
1794735150~03202014.doc



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
USEPA (delete if not needed)
FOS

Site Photographs
Page 3 of 7

DATE: March 20, 2014

TIME: 8:24 a.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the west.

PHOTOGRAPH NUMBER: 5

PHOTOGRAPH FILE NAME:
1794735150-03202014-005.jpg

COMMENTS: Edge of basement
excavation. Saint Joseph's church
in the background.



DATE: March 20, 2014

TIME: 8:24 a.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the south.

PHOTOGRAPH NUMBER: 6

PHOTOGRAPH FILE NAME:
1794735150-03202014-006.jpg

COMMENTS: Edge of
excavation.



DOCUMENT FILE NAME:
1794735150-03202014.doc



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
USEPA (delete if not needed)
FOS

DATE: March 20, 2014

TIME: 8:24 a.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the south.

PHOTOGRAPH NUMBER: 7

PHOTOGRAPH FILE NAME:
1794735150-03202014-007.jpg

COMMENTS: Edge of
excavation.



DATE: March 20, 2014

TIME: 8:32 a.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 8

PHOTOGRAPH FILE NAME:
1794735150-03202014-008.jpg

COMMENTS: Waste concrete
with protruding metal.



DOCUMENT FILE NAME:
1794735150-03202014.doc



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
USEPA (delete if not needed)
FOS

Site Photographs
Page 5 of 7

DATE: March 20, 2014

TIME: 8:32 a.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the west.

PHOTOGRAPH NUMBER: 9

PHOTOGRAPH FILE NAME:
1794735150~03202014-009.jpg

COMMENTS: General
construction and demolition debris.



DATE: March 20, 2014

TIME: 8:32 a.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 10

PHOTOGRAPH FILE NAME:
1794735150~03202014-010.jpg

COMMENTS: General
construction and demolition debris.



DOCUMENT FILE NAME:
1794735150~03202014.doc



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
USEPA (delete if not needed)
FOS

DATE: March 20, 2014

TIME: 8:33 a.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the west.

PHOTOGRAPH NUMBER: 11

PHOTOGRAPH FILE NAME:
1794735150~03202014-011.jpg

COMMENTS: General
construction and demolition debris.



DATE: March 20, 2014

TIME: 8:34 a.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the west.

PHOTOGRAPH NUMBER: 12

PHOTOGRAPH FILE NAME:
1794735150~03202014-012.jpg

COMMENTS: General
construction and demolition debris.



DOCUMENT FILE NAME:
1794735150~03202014.doc



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
USEPA (delete if not needed)
FOS

Site Photographs
Page 7 of 7

DATE: March 20, 2014

TIME: 8:35 a.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 13

PHOTOGRAPH FILE NAME:
1794735150-03202014-013.jpg

COMMENTS: Crusher.



DOCUMENT FILE NAME:
1794735150-03202014.doc

**ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
Open Dump Inspection Checklist**

Ex. 4

County: Tazewell LPC#: 1794735150 Region: 3 - Peoria
 Location/Site Name: Pekin/207 209 and 211 North 9th Street
 Date: 03/27/2014 Time: From 3:30 pm To 5:00 pm Previous Inspection Date: 03/20/2014
 Inspector(s): Gene Figge Weather: Cloudy 40 F
 No. of Photos Taken: # 17 Est. Amt. of Waste: 120 yds³ Samples Taken: Yes # No
 Interviewed: Ed & Rhonda Fisher Complaint #:
 Latitude: 40.569148 Longitude: -89.640096 Collection Point Description: Center of Site - Roadway
 (Example: Lat.: 41.26493 Long.: -89.38294) Collection Method: Map Interpolation - Google Maps

Responsible Party
Mailing Address(es)
and Phone Number(s):

Chicago Title Land Trust Co.
Trust No.8002363020 dtd 10.2.2013
10 South LaSalle Street, Suite 2750
Chicago, Illinois 60603
Josh Haflinger Cell 309-208-0767

Demolition Excavating Group, Inc.
Registered Agent: David L. Cover
456 Fulton St., Suite 203
Peoria, Illinois 61602
309-968-6245 Cell: 734-755-3017

	SECTION	DESCRIPTION	VIOL
ILLINOIS ENVIRONMENTAL PROTECTION ACT REQUIREMENTS			
1.	9(a)	CAUSE, THREATEN OR ALLOW AIR POLLUTION IN ILLINOIS	<input type="checkbox"/>
2.	9(c)	CAUSE OR ALLOW OPEN BURNING	<input type="checkbox"/>
3.	12(a)	CAUSE, THREATEN OR ALLOW WATER POLLUTION IN ILLINOIS	<input type="checkbox"/>
4.	12(d)	CREATE A WATER POLLUTION HAZARD	<input type="checkbox"/>
5.	21(a)	CAUSE OR ALLOW OPEN DUMPING	<input checked="" type="checkbox"/>
6.	21(d)	CONDUCT ANY WASTE-STORAGE, WASTE-TREATMENT, OR WASTE- DISPOSAL OPERATION:	
	(1)	Without a Permit	<input type="checkbox"/>
	(2)	In Violation of Any Regulations or Standards Adopted by the Board	<input checked="" type="checkbox"/>
7.	21(e)	DISPOSE, TREAT, STORE, OR ABANDON ANY WASTE, OR TRANSPORT ANY WASTE INTO THE STATE AT/TO SITES NOT MEETING REQUIREMENTS OF ACT AND REGULATIONS	<input checked="" type="checkbox"/>
8.	21(p)	CAUSE OR ALLOW THE OPEN DUMPING OF ANY WASTE IN A MANNER WHICH RESULTS IN ANY OF THE FOLLOWING OCCURRENCES AT THE DUMP SITE:	
	(1)	Litter	<input checked="" type="checkbox"/>
	(2)	Scavenging	<input type="checkbox"/>
	(3)	Open Burning	<input type="checkbox"/>
	(4)	Deposition of Waste in Standing or Flowing Waters	<input type="checkbox"/>
	(5)	Proliferation of Disease Vectors	<input type="checkbox"/>
	(6)	Standing or Flowing Liquid Discharge from the Dump Site	<input type="checkbox"/>
	(7)	Deposition of: (i) General Construction or Demolition Debris as defined in Section 3.160(a); or (ii) Clean Construction or Demolition Debris as defined in Section 3.160(b)	<input checked="" type="checkbox"/>

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 IEPA/BOL

Ex. 4

LPC # 1794735150

Inspection Date: 03/27/2014.

9.	55(a)	NO PERSON SHALL:	
	(1)	Cause or Allow Open Dumping of Any Used or Waste Tire	<input type="checkbox"/>
	(2)	Cause or Allow Open Burning of Any Used or Waste Tire	<input type="checkbox"/>
10.	55(k)	NO PERSON SHALL:	
	(1)	Cause or Allow Water to Accumulate in Used or Waste Tires	<input type="checkbox"/>
	(4)	Transport Used or Waste Tires in Violation of the Registration and Placarding Requirements	<input type="checkbox"/>
ELECTRONIC PRODUCTS RECYCLING AND REUSE ACT REQUIREMENTS			
11.	95(a)	NO PERSON MAY KNOWINGLY CAUSE OR ALLOW THE MIXING OF A COVERED ELECTRONIC DEVICE (CED) OR OTHER LISTED DEVICE WITH MUNICIPAL WASTE THAT IS INTENDED FOR DISPOSAL AT A LANDFILL	<input type="checkbox"/>
12.	95(b)	NO PERSON MAY KNOWINGLY CAUSE OR ALLOW THE DISPOSAL OF A CED OR OTHER LISTED DEVICE IN A SANITARY LANDFILL	<input type="checkbox"/>
13.	95(c)	NO PERSON MAY KNOWINGLY CAUSE OR ALLOW THE MIXING OF A CED OR OTHER LISTED DEVICE WITH WASTE THAT IS INTENDED FOR DISPOSAL BY BURNING OR INCINERATION	<input type="checkbox"/>
14.	95(d)	NO PERSON MAY KNOWINGLY CAUSE OR ALLOW THE BURNING OR INCINERATION OF A CED OR OTHER LISTED DEVICE	<input type="checkbox"/>
35 ILLINOIS ADMINISTRATIVE CODE REQUIREMENTS SUBTITLE G			
15.	812.101(a)	FAILURE TO SUBMIT AN APPLICATION FOR A PERMIT TO DEVELOP AND OPERATE A LANDFILL	<input type="checkbox"/>
16.	722.111	HAZARDOUS WASTE DETERMINATION	<input type="checkbox"/>
17.	808.121	SPECIAL WASTE DETERMINATION	<input type="checkbox"/>
18.	809.302(a)	ACCEPTANCE OF SPECIAL WASTE FROM A WASTE TRANSPORTER WITHOUT A WASTE HAULING PERMIT, UNIFORM WASTE PROGRAM REGISTRATION AND PERMIT AND/OR MANIFEST	<input type="checkbox"/>
19.	815.201	FAILURE TO FILE AN INITIAL FACILITY REPORT WITH THE AGENCY TO PROVIDE INFORMATION CONCERNING LOCATION AND DISPOSAL PRACTICES OF THE FACILITY	<input checked="" type="checkbox"/>
OTHER REQUIREMENTS			
20.		APPARENT VIOLATION OF: (<input type="checkbox"/>) PCB; (<input type="checkbox"/>) CIRCUIT COURT CASE NUMBER: ORDER ENTERED ON:	<input type="checkbox"/>
21.	OTHER:		<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

Informational Notes

1. [Illinois] Environmental Protection Act: 415 ILCS 5/1 et seq.; and The Electronic Products Recycling and Reuse Act: 415 ILCS 150/5 et seq.
2. Illinois Pollution Control Board: 35 Ill. Adm. Code, Subtitle G.
3. Statutory and regulatory references herein are provided for convenience only and should not be construed as legal conclusions of the Agency or as limiting the Agency's statutory or regulatory powers. Requirements of some statutes and regulations cited are in summary format. Full text of requirements can be found in references listed in 1. and 2. above.
4. The provisions of subsection (p) of Section 21, subsection (k) of Section 55 of the [Illinois] Environmental Protection Act shall be enforceable either by administrative citation under Section 31.1 of that Act or by complaint under Section 31 of that Act. Violation of the Electronic Products Recycling and Reuse Act shall be enforceable by administrative citation under Section 20(k) of that Act, or referral to the Attorney General, pursuant to Section 20(a) of that Act.
5. This inspection was conducted in accordance with Sections 4(c) and 4(d) of the [Illinois] Environmental Protection Act: 415 ILCS 5/4(c) and (d); and Section 20(a) of the Electronic Products Recycling and Reuse Act: 415 ILCS 150/20(a).

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207 209 and 211 North 9th Street
FOS
Inspection Date: March 27, 2014
Prepared By: Gene Figge
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Narrative

On March 27, 2014, I conducted an inspection from 3:30 p.m. until 5:00 p.m. at 207 209 and 211 North 9th Street. The inspection was conducted as a follow-up to an inspection that was done on March 20, 2014. The following persons participated in the inspection:

Gene Figge - IEPA (author)
Rhonda Fisher - Demolition Excavating Group, Inc.
Ed Fisher - Demolition Excavating Group, Inc.

The old Pekin High School has now been completely demolished. The waste from the demolition is being processed through a crusher to remove the wood and metal. The metal is being sent off of the site for scrap and the wood is being sent to Peoria City County Landfill. The aggregate material that produced from the crushing operation is being used to grade the site.

I observed that the old basement had been filled in. See photographs 1 through 9. The material used for fill appeared to be Clean Construction and Demolition Debris. Toward the middle of the site away from the basement there was wood and metal in the graded area. See photographs 10 and 11. The fill material appeared to be General Construction and Demolition Debris. I told the Fishers that this waste would need to be excavated.

There were two piles of waste. See photographs 12 through 16. Mr. Fisher said that these accumulations were to be transported to Peoria City County Landfill. Once work on the site was completed it is to be seeded with grass.

The following apparent violations were indicated on the inspection checklist:

1. Pursuant to Section 21(a) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(a)), no person shall cause or allow the open dumping of any waste.

A violation of Section 21(a) is alleged for the following reason: **Evidence of open dumping of waste was observed during the inspection that indicated that Chicago Title Land Trust Co. Trust No. 8002363020 dtd 10.2.2013 as owner and Demolition Excavating Group, Inc. as operator caused or allowed open dumping.**

2. Pursuant to Section 21(d)(2) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(d)(2)), no person shall conduct any waste-storage, waste-treatment, or waste-disposal operation in violation of any regulations or standards adopted by the Board under this Act.

A violation of Section 21(d)(2) is alleged for the following reason: **Chicago Title Land Trust Co. Trust No. 8002363020 dtd 10.2.2013 as owner and Demolition Excavating Group, Inc. as operator conducted a waste disposal operation in violation of regulations adopted by the Illinois Pollution Control Board.**

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207 209 and 211 North 9th Street
FOS
Inspection Date: March 27, 2014
Prepared By: Gene Figge
Page 2

3. Pursuant to Section 21(e) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(e)), no person shall dispose, treat, store or abandon any waste, or transport any waste into this State for disposal, treatment, storage or abandonment, except at a site or facility which meets the requirements of this Act and of regulations and standards thereunder.

A violation of Section 21(e) is alleged for the following reason: **Chicago Title Land Trust Co. Trust No. 8002363020 dtd 10.2.2013 as owner and Demolition Excavating Group, Inc. as operator allowed waste to be disposed at this site which does not meet the requirements of the Act and regulations thereunder.**

4. Pursuant to Section 21(p)(1) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(p)(1)), no person shall, in violation of subdivision (a) of this Section, cause or allow the open dumping of any waste in a manner which results in litter.

The prohibitions specified in this subsection (p) shall be enforceable by the Agency either by administrative citation under Section 31.1 of this Act or as otherwise provided by this Act. The specific prohibitions in this subsection do not limit the power of the Board to establish regulations or standards applicable to open dumping.

A violation of Section 21(p)(1) is alleged for the following reason: **Chicago Title Land Trust Co. Trust No. 8002363020 dtd 10.2.2013 as owner and Demolition Excavating Group, Inc. as operator caused or allowed the open dumping of waste in a manner which resulted in litter.**

5. Pursuant to Section 21(p)(7) of the {Illinois} Environmental Protection Act (415 ILCS 5/21(p)(7)) no person shall cause or allow the open dumping of waste in a manner that results in deposition of (i) general construction or demolition debris as defined in Section 3.160(a) of this Act; or (ii) clean construction or demolition debris as defined in Section 3.160(b) of this Act.

A violation of Section 21(p)(7) is alleged for the following reason: **Chicago Title Land Trust Co. Trust No. 8002363020 dtd 10.2.2013 as owner and Demolition Excavating Group, Inc. as operator caused or allowed the open dumping of waste in a manner which resulted in deposition of general or clean construction or demolition debris.**

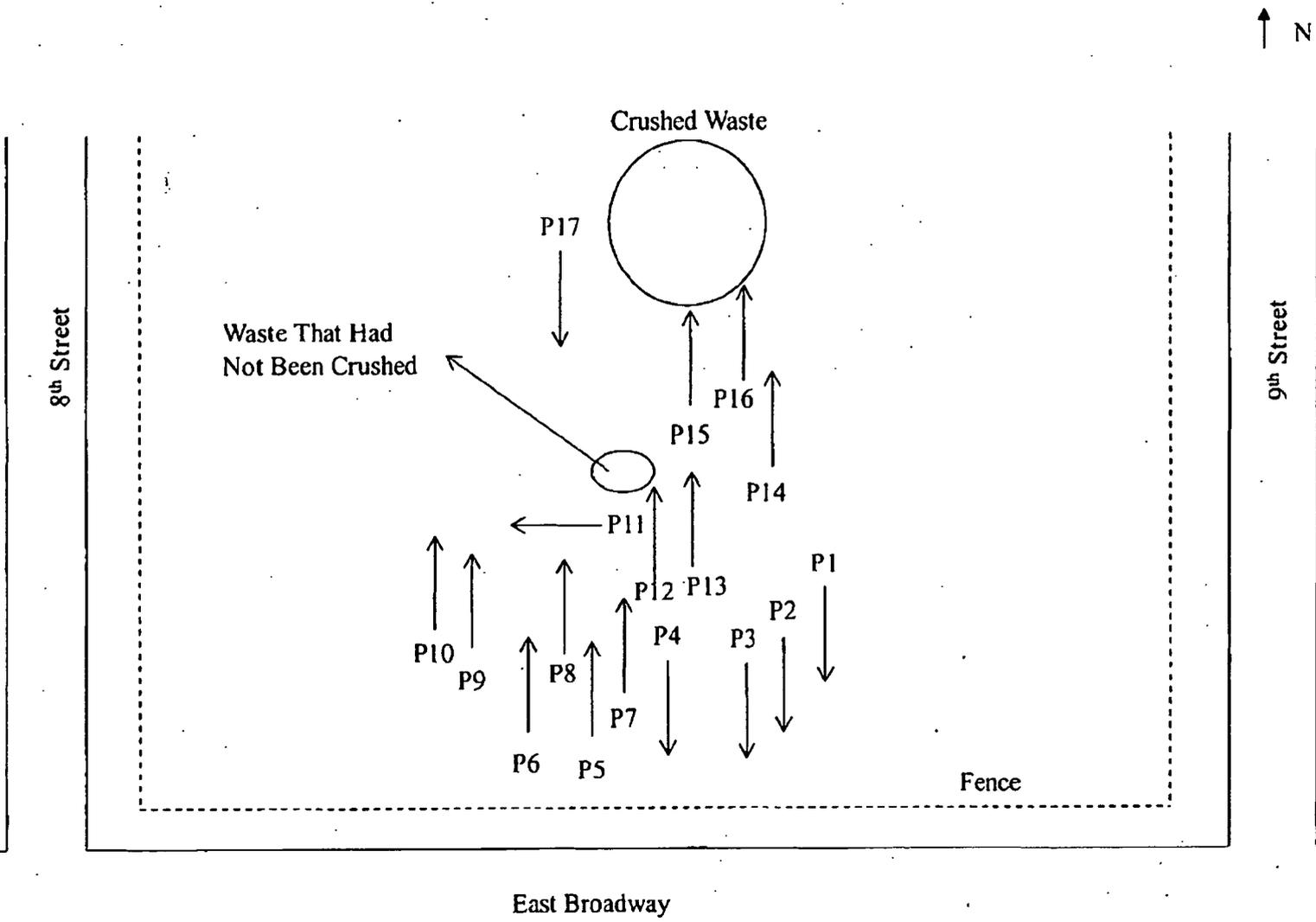
6. Pursuant to 35 Ill. Adm. Code 815.201, all landfills regulated under this Part shall file an initial facility report with the Agency as specified in this Subpart to provide information concerning location and disposal practices of the facility.

A violation of 35 Ill. Adm. Code 815.201 is alleged for the following reason: **Chicago Title Land Trust Co. Trust No. 8002363020 dtd 10.2.2013 as owner and Demolition Excavating Group, Inc. as operator failed to file an initial facility report.**

State of Illinois Environmental Protection Agency Site Sketch

Inspector: Gene Figge
Date of Inspection: March 27, 2014
Site Name: 207-209 and 211 North 9th Street

LPC #: 1794735150
County: Tazewell
Time: 3:30 p.m. - 5:00 p.m.



Electronic Filing: Received, Clerk's Office 4/3/2017

Not to Scale



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
FOS

Site Photographs
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DATE: March 27, 2014

TIME: 3:45 p.m.

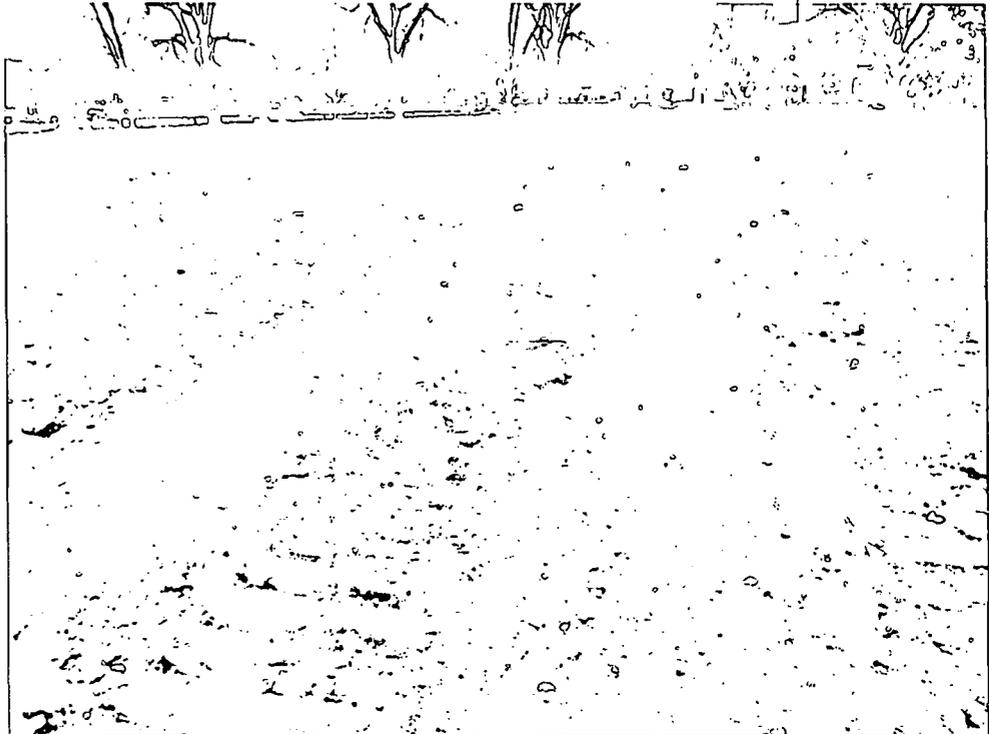
PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the south.

PHOTOGRAPH NUMBER: 1

PHOTOGRAPH FILE NAME:
1794735150-03272014-001.jpg

COMMENTS: Graded area where
the basement was.



DATE: March 27, 2014

TIME: 3:46 p.m.

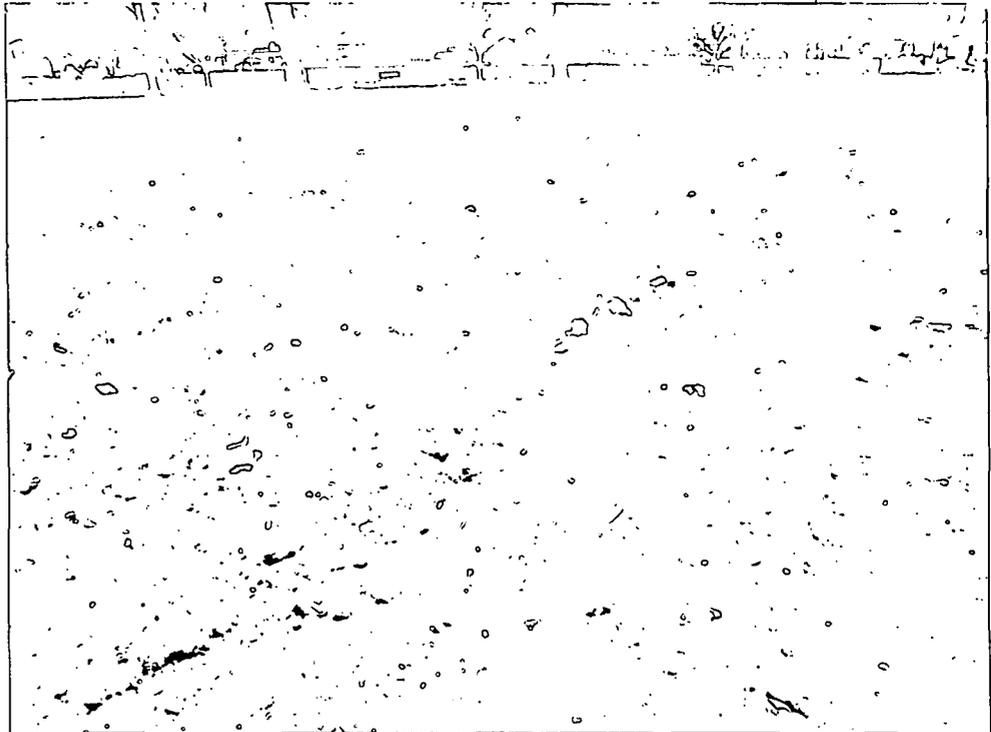
PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the south.

PHOTOGRAPH NUMBER: 2

PHOTOGRAPH FILE NAME:
1794735150-03272014-002.jpg

COMMENTS: Graded area where
the basement was.



DOCUMENT FILE NAME:
1794735150-03272014.doc



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207 209 and 211 North 9th Street
FOS

DATE: March 27, 2014

TIME: 3:47 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the south.

PHOTOGRAPH NUMBER: 3

PHOTOGRAPH FILE NAME:
1794735150-03272014-003.jpg

COMMENTS: Graded area where
the basement was.



DATE: March 27, 2014

TIME: 3:47 p.m.

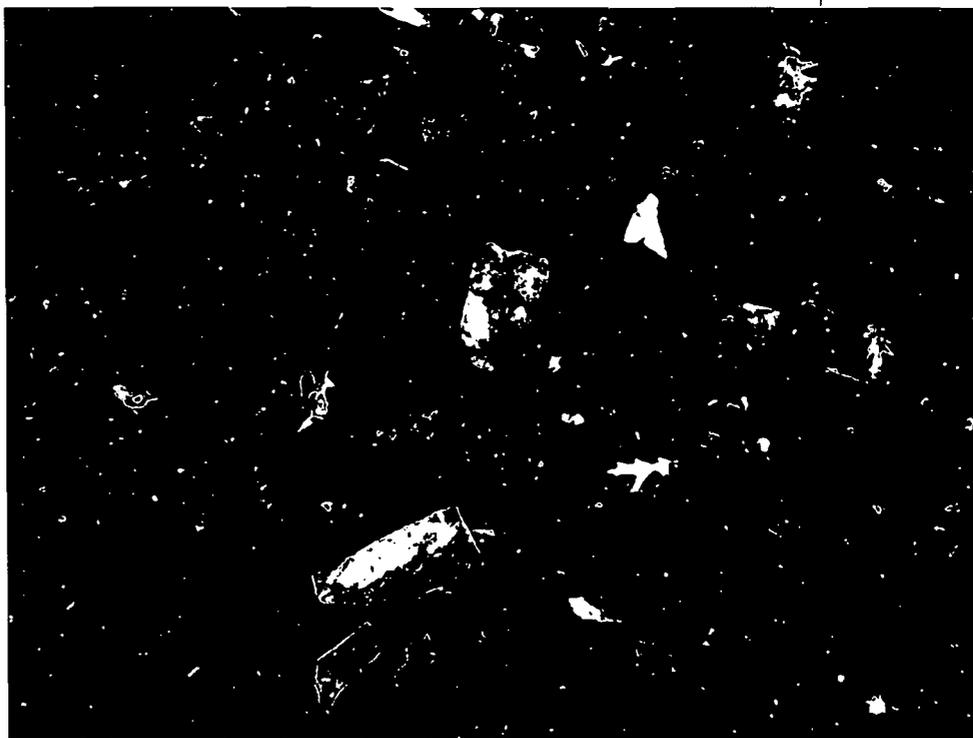
PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the south.

PHOTOGRAPH NUMBER: 4

PHOTOGRAPH FILE NAME:
1794735150-03272014-004.jpg

COMMENTS: Close up of graded
area.



DOCUMENT FILE NAME:
1794735150-03272014.doc



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207 209 and 211 North 9th Street
FOS

Site Photographs
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DATE: March 27, 2014

TIME: 3:48 p.m.

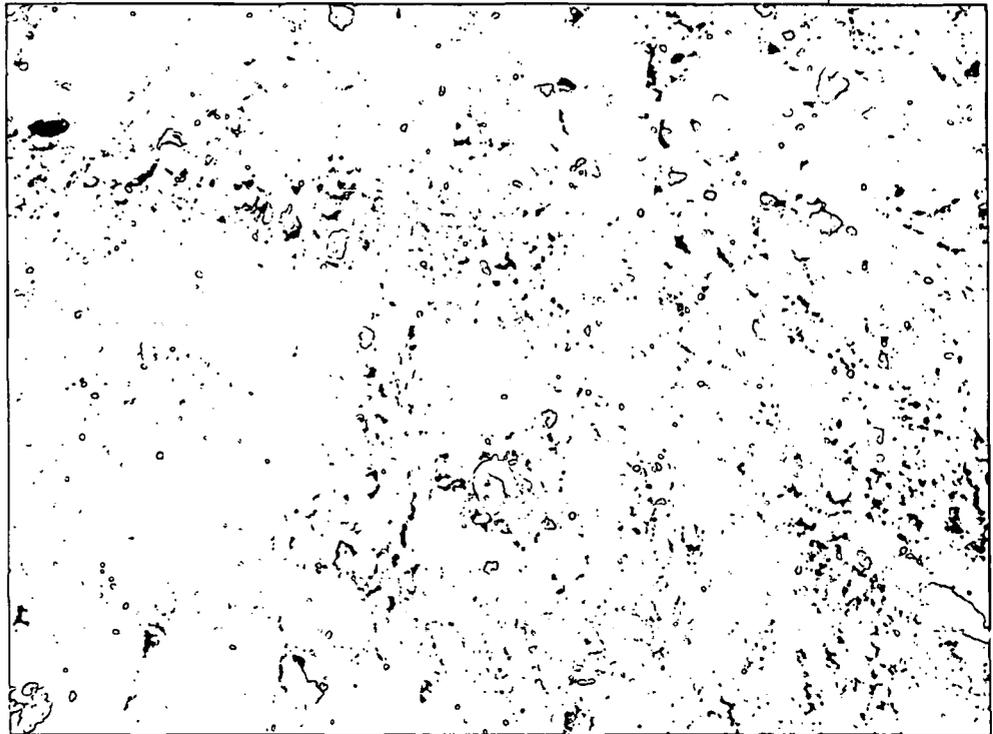
PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 5

PHOTOGRAPH FILE NAME:
1794735150-03272014-005.jpg

COMMENTS: Close up of graded
area.



DATE: March 27, 2014

TIME: 3:48 p.m.

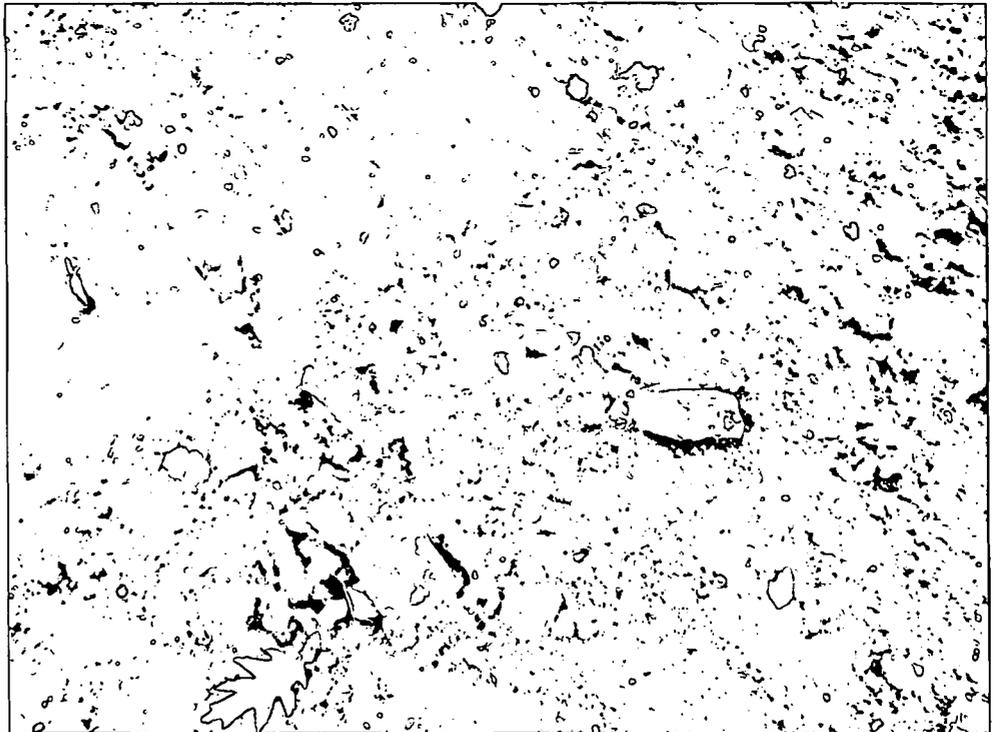
PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 6

PHOTOGRAPH FILE NAME:
1794735150-03272014-006.jpg

COMMENTS: Close up of graded
area.



DOCUMENT FILE NAME:
1794735150-03272014.doc



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
FOS

DATE: March 27, 2014

TIME: 3:50 p.m.

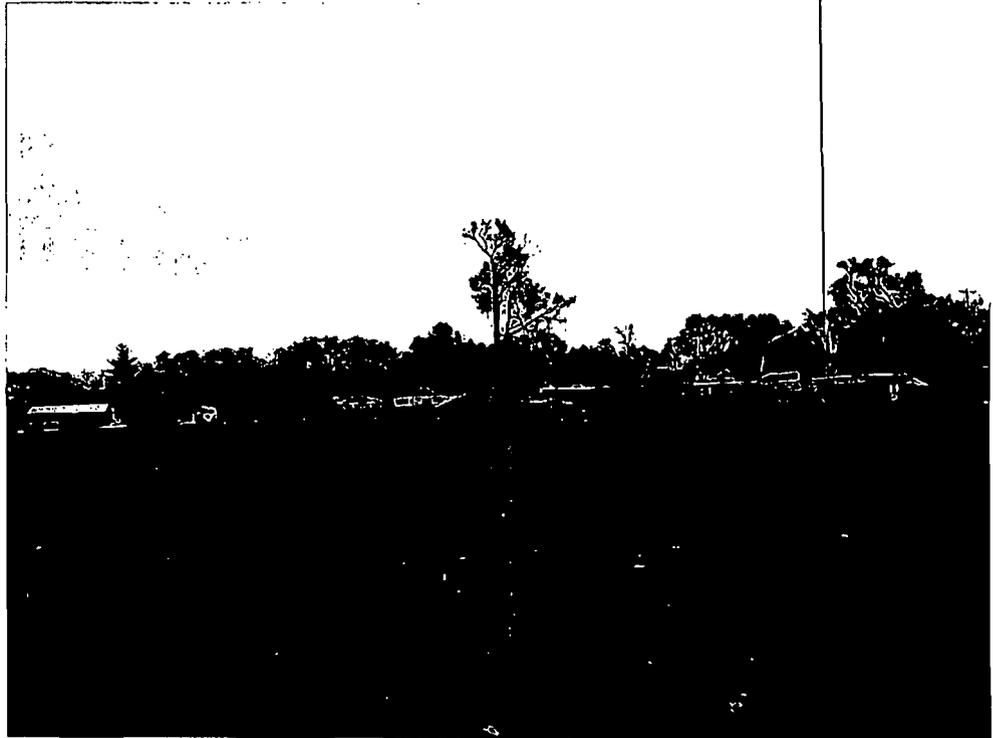
PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 7

PHOTOGRAPH FILE NAME:
1794735150-03272014-007.jpg

COMMENTS: Over view of the
site with accumulations of waste
and equipment in the distance.



DATE: March 27, 2014

TIME: 3:50 p.m.

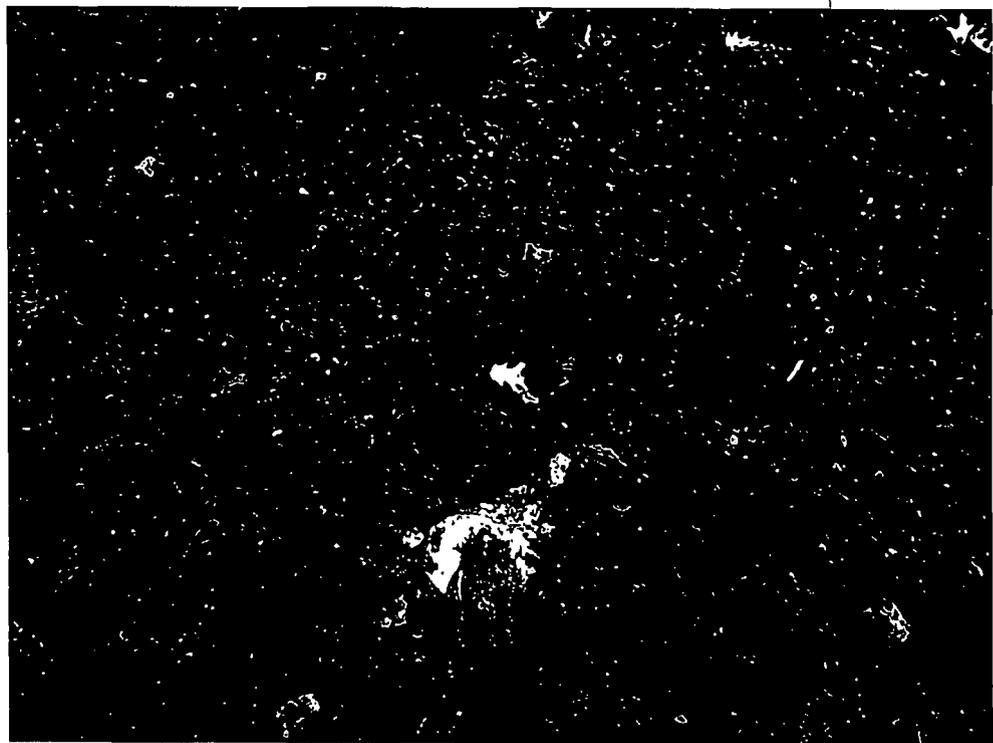
PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 8

PHOTOGRAPH FILE NAME:
1794735150-03272014-008.jpg

COMMENTS: Close up of graded
area.



DOCUMENT FILE NAME:
1794735150-03272014.doc



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DATE: March 27, 2014

TIME: 3:51 p.m.

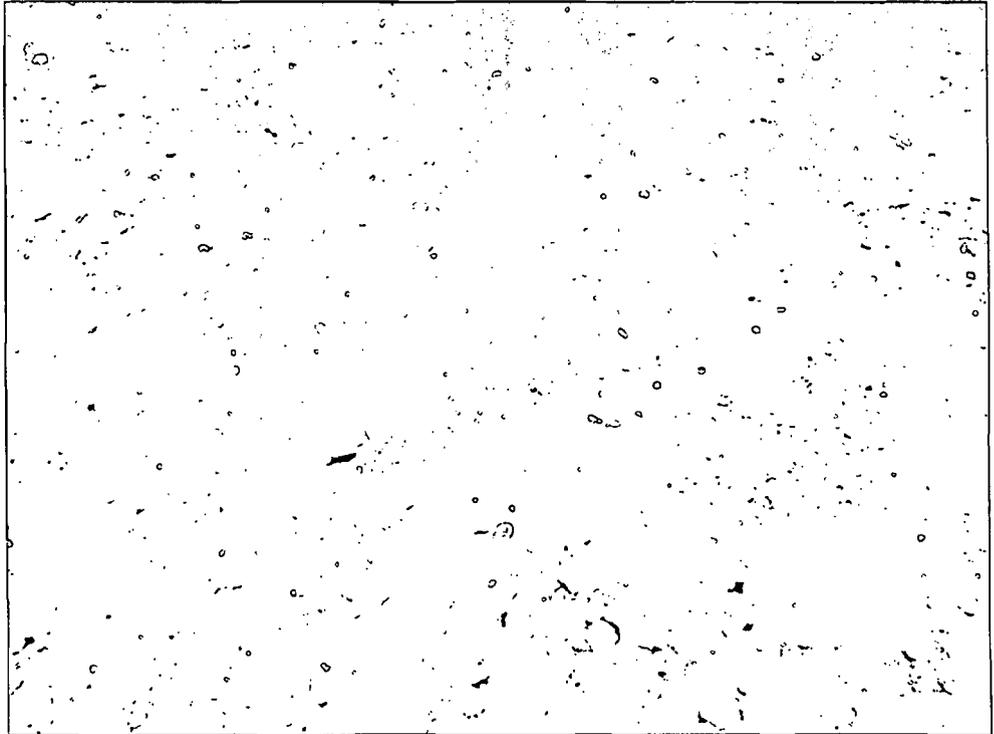
PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 9

PHOTOGRAPH FILE NAME:
1794735150~03272014-009.jpg

COMMENTS: Close up of graded
area.



DATE: March 27, 2014

TIME: 3:51 p.m.

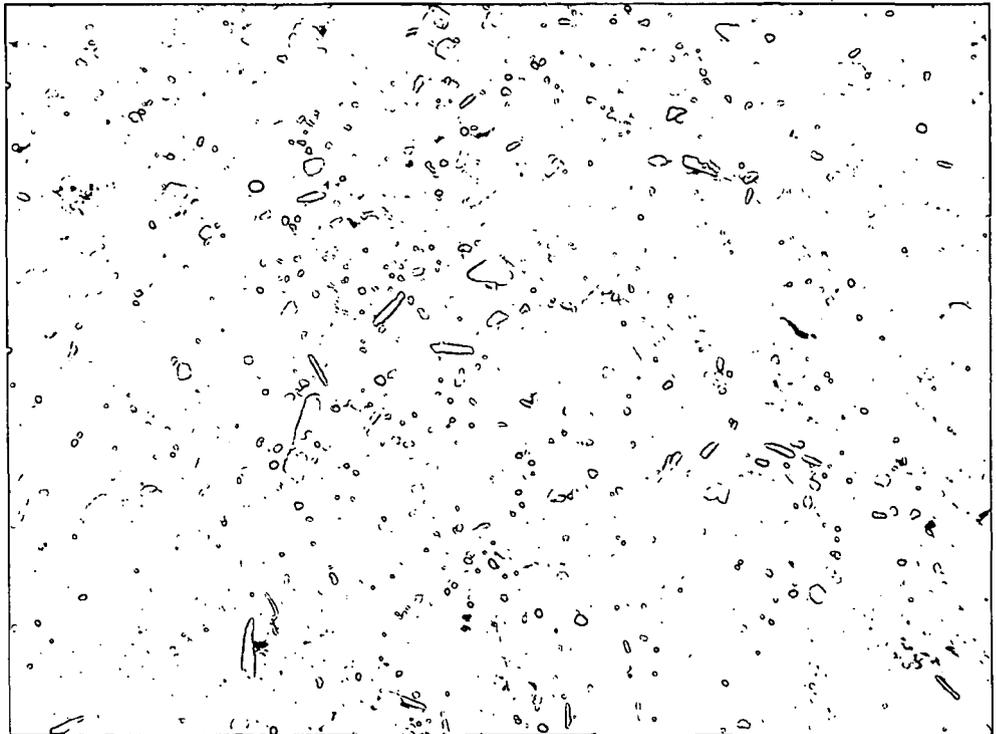
PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the west.

PHOTOGRAPH NUMBER: 10

PHOTOGRAPH FILE NAME:
1794735150~03272014-010.jpg

COMMENTS: Close up of graded
area showing wood waste.



DOCUMENT FILE NAME:
1794735150~03272014.doc



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DATE: March 27, 2014

TIME: 3:52 p.m.

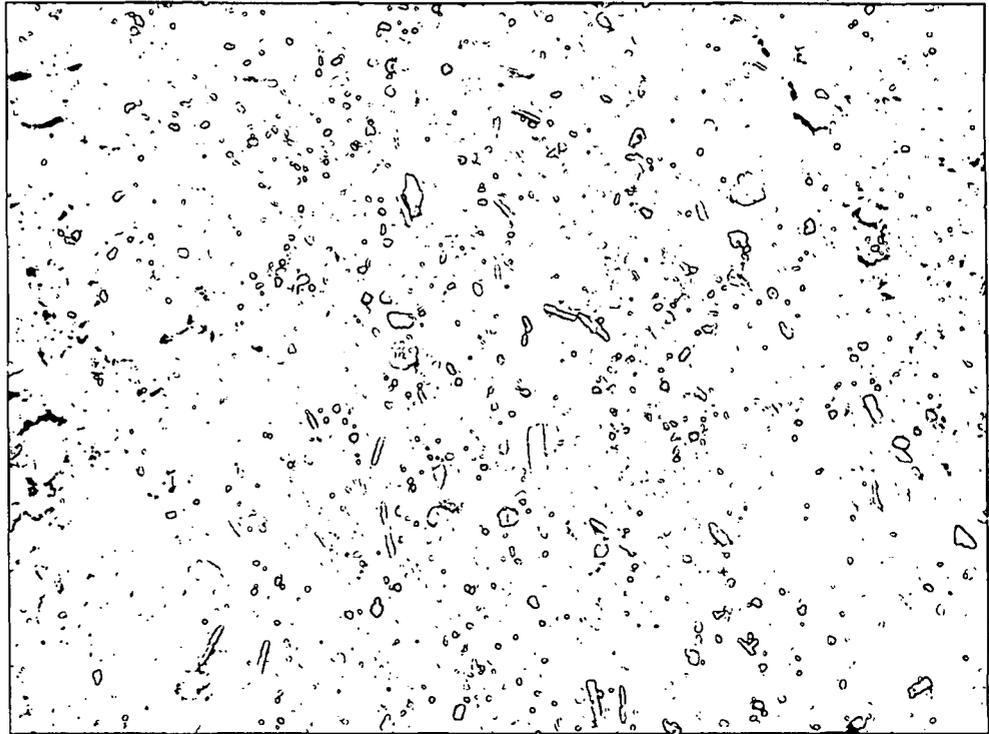
PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the west.

PHOTOGRAPH NUMBER: 11

PHOTOGRAPH FILE NAME:
1794735150~03272014-011.jpg

COMMENTS: Close up of graded
area showing wood waste.



DATE: March 27, 2014

TIME: 3:52 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 12

PHOTOGRAPH FILE NAME:
1794735150~03272014-012.jpg

COMMENTS: Accumulation of
waste.



DOCUMENT FILE NAME:
1794735150~03272014.doc



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
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DATE: March 27, 2014

TIME: 3:53 p.m.

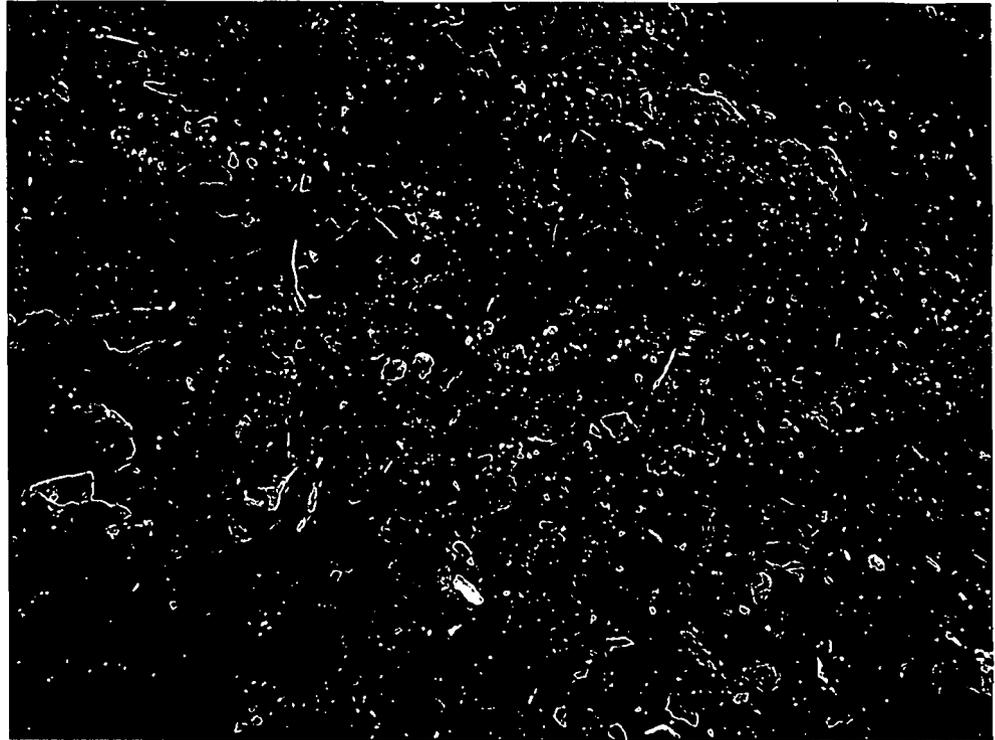
PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 13

PHOTOGRAPH FILE NAME:
1794735150~03272014-013.jpg

COMMENTS: Accumulation of
waste.



DATE: March 27, 2014

TIME: 3:53 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 14

PHOTOGRAPH FILE NAME:
1794735150~03272014-014.jpg

COMMENTS: Accumulation of
waste and a container of scrap
metal.



DOCUMENT FILE NAME:
1794735150~03272014.doc



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
FOS

Site Photographs
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DATE: March 27, 2014

TIME: 3:53 p.m.

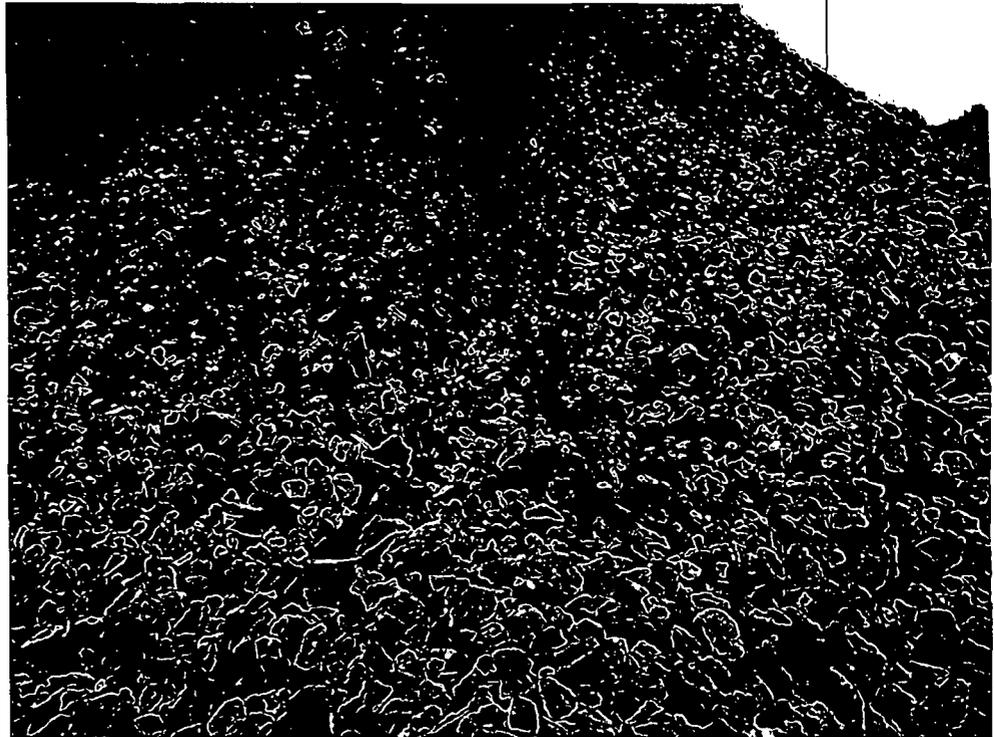
PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 15

PHOTOGRAPH FILE NAME:
1794735150-03272014-015.jpg

COMMENTS: Accumulation of
waste.



DATE: March 27, 2014

TIME: 3:54 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 16

PHOTOGRAPH FILE NAME:
1794735150-03272014-016.jpg

COMMENTS: Accumulation of
waste.



DOCUMENT FILE NAME:
1794735150-03272014.doc



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
FOS

Site Photographs
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DATE: March 27, 2014

TIME: 3:55 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the south.

PHOTOGRAPH NUMBER: 17

PHOTOGRAPH FILE NAME:
1794735150-03272014-017.jpg

COMMENTS: Container of scrap
metal, equipment, and accumulation
of waste.



DOCUMENT FILE NAME:
1794735150-03272014.doc



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
FOS

DATE: March 4, 2014

TIME: 2:31 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 1

PHOTOGRAPH FILE NAME:
1794735150-03042014-001.jpg

COMMENTS: Aggregate after
three passes through the crusher.



DATE: March 4, 2014

TIME: 2:32 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 2

PHOTOGRAPH FILE NAME:
1794735150-03042014-002.jpg

COMMENTS: Aggregate after
two passes through the crusher.



DOCUMENT FILE NAME:
1794735150-03042014.doc



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
FOS

Site Photographs
Page 2 of 5

DATE: March 4, 2014

TIME: 2:36 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the south.

PHOTOGRAPH NUMBER: 3

PHOTOGRAPH FILE NAME:
1794735150-03042014-003.jpg

COMMENTS: Waste containing
wood in the old basement.



DATE: March 4, 2014

TIME: 2:36 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the south.

PHOTOGRAPH NUMBER: 4

PHOTOGRAPH FILE NAME:
1794735150-03042014-004.jpg

COMMENTS: Waste containing
wood in the old basement.



DOCUMENT FILE NAME:
1794735150-03042014.doc



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
FOS

Site Photographs
Page 3 of 5

DATE: March 4, 2014

TIME: 2:36 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the south.

PHOTOGRAPH NUMBER: 5

PHOTOGRAPH FILE NAME:
1794735150-03042014-005.jpg

COMMENTS: Waste containing
wood in the old basement.



DATE: March 4, 2014

TIME: 2:36 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the west.

PHOTOGRAPH NUMBER: 6

PHOTOGRAPH FILE NAME:
1794735150-03042014-006.jpg

COMMENTS: Accumulation of
waste containing wood.



DOCUMENT FILE NAME:
1794735150-03042014.doc



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
FOS

Site Photographs
Page 4 of 5

DATE: March 4, 2014

TIME: 2:36 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the West.

PHOTOGRAPH NUMBER: 7

PHOTOGRAPH FILE NAME:
1794735150-03042014-007.jpg

COMMENTS: Accumulation of
waste containing wood.



DATE: March 4, 2014

TIME: 2:37 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 8

PHOTOGRAPH FILE NAME:
1794735150-03042014-008.jpg

COMMENTS: Accumulation of
waste containing wood.



DOCUMENT FILE NAME:
1794735150-03042014.doc



1794735150 -- Tazewell County
207 209 and 211 North 9th Street
FOS

Site Photographs
Page 5 of 5

DATE: March 4, 2014

TIME: 2:40 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the south.

PHOTOGRAPH NUMBER: 9

PHOTOGRAPH FILE NAME:
1794735150-03042014-009.jpg

COMMENTS: Mixed waste.



DATE: March 4, 2014

TIME: 2:41 p.m.

PHOTOGRAPHED BY:
Gene Figge

DIRECTION: Photograph taken
toward the north.

PHOTOGRAPH NUMBER: 10

PHOTOGRAPH FILE NAME:
1794735150-03042014-010.jpg

COMMENTS: Crusher with scrap
metal removed by the magnet.



DOCUMENT FILE NAME:
1794735150-03042014.doc

207 209 & 211 North 9th Street
Compliance

P.O. BOX 506
MANITO, IL. 61546



Ex. 5

PH. 309.968.3366
FAX 309.968.6247

EPA - DIVISION OF RECORDS MANAGEMENT
RECEIVED

MAY 15 2014

REVIEWER EAV

Fax: 309-637-5433

Pages including cover: 2

ATTN: Illinois EPA
Violation Notice, L-2014-01051
Site Identification # 1794735150 from: DEG

March 4th Gene Figge appeared at DEG demolition site and talked with Justin Mallory about the condition on the project. Justin should not have been asked about project due to his lack of time on the project, he was not aware of how the project was designed. On Saturday we had received approximately 6-8 inches of snow covering the jobsite. When Donnie appeared at the site they scraped the concrete pad so that they could see the concrete that needs to be removed. In doing this they piled all the material at the end of the slab that was compiling with wood and other debris what appears in photos 5,6,7, and 8. Photo 9 is a debris pile. The reason for the pile at the far end is so that the operator can get through the concrete slab behind him to be crushed and used for back fill. Like the material found in photos 1 and 2, Justin should have told Gene that Ed Fisher was the one who does the backfilling so that DEG knows what is used for backfill. This process was but in place because of the other incident that occurred at the Hilst property. We apologize for the misunderstanding. Gene Figgi reinspected the hole to observe that all the material was taken out. And that Thursday the 20th at 2:30 the approval was done to fill the hole.

DEG

RECEIVED
PEORIA - DLPC
APR 14 2014
ENVIRONMENTAL PROTECTION AGENCY
STATE OF ILLINOIS

Ex. 5



INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT

Ex. 6

CUSTOMER INFORMATION
Demolition Excavating Group
PO Box 506
Manito, IL 61546
Contact Name: Edward Fisher
Contact Phone: 309-968-3366

GENERATOR INFORMATION (If different from Customer Information)
Demolition Excavating Group
PO Box 506
Manito, IL 61546

PROFILE NUMBER: CLN BRCK/C&D
DISPOSAL FACILITY: Peoria City County #2
EXPIRATION DATE: 11/05/2013
PO NUMBER:

Service Information	Material / Ticket Description	Anticipated Volume	Rate / UOM / Minimum
Disposal	C&D		\$33.00/Ton
	Clean Brick		\$10.00/Ton
Fuel	Fuel Surcharge - See Note Below - Fluctuates		
Enviro	Environmental Fees		\$14.00/Load
Tax	All Applicable State, County & Local Taxes/Fees		
Digout (frozen load): \$25.00/load Rejection Fee (reloaded): \$50.00/load Rejection Fee (WM reload for movement on site): \$50/load		Washout Fee: \$75.00/load Waste Ban Items: \$50.00/load Appliances / White Goods Rejection: \$50.00/load	Certificate of Burial / Destruction: \$50.00/each event Special Handling / Burial: TBD by rep - minimum \$200.00/load
Containers provided by WM:	Quantity:	Size:	Quantity:
Additional Information/Special Handling:	<ul style="list-style-type: none"> - Acceptance of waste is contingent upon the completion, submittal and approval of special waste profile sheet, required analytical, Industrial Waste & Disposal Services Agreement (ISA), and Exhibit A. All loads must be manifested. Confirmation will be sent to customer upon approval to ship into designated facility. - Prices quoted herein are valid for 60 days from Tuesday, November 06, 2012 unless Waste Management is hired for this project prior to the expiration of this 60 day period in which case pricing remains valid in accordance with the terms of the Service Agreement - The fuel surcharge percentage can fluctuate on a weekly basis; www.wm.com provides the current Fuel Surcharge and DOE average. The actual percentage rate applied to the total project invoice will be determined the week that the invoice is generated. - If Waste Management (or a Waste Management contracted hauler) is NOT providing the transportation services, you must ensure that the transporter is licensed and approved to haul the Special Waste or Hazardous Waste. - Please see profile approval form for special handling instructions. 		

THE WORK CONTEMPLATED BY THIS EXHIBIT A IS TO BE DONE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INDUSTRIAL SERVICES AGREEMENT OR OTHER CONTRACTUAL AGREEMENT BETWEEN THE PARTIES DATED:

11/06/2012

COMPANY Waste Management of Illinois, Inc.

CUSTOMER ↓ Demolition Excavating Group

By: _____
 Name: Karla Scarce
 Title: Technical Service Representative
 (800)WMDisposal or (800) 963-4776
 FAX: 866-800-2591

_____ Date

Signature: _____
 Name: Edward Fisher
 Title: _____

11-7-12
 _____ Date

Ex. 6



INDUSTRIAL WASTE SERVICES & DISPOSAL AGREEMENT

COMPANY: Waste Management of IL Inc.
A WASTE MANAGEMENT COMPANY

CUSTOMER: Demolition Excavating Group

Name: Karla Scarce
Title: Technical Service Representative Date: _____

Name: Edward Fisher 11-7-12
Title: _____ Date: _____

Initial Term: 36 months

Effective Date of Agreement: 11/6/2012

This Industrial Waste & Disposal Services Agreement, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("the Company").

TERMS AND CONDITIONS

SERVICES PROVIDED. The Company will provide Customer with collection, management, transportation, disposal, treatment, and recycling services ("Services") for Customer's non-hazardous solid waste, special waste, and/or hazardous waste (collectively "Industrial Waste") as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets. Solid Waste means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. Special Waste includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/decharacterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, provincial or local laws or regulations. Hazardous Waste means any toxic or radioactive substances, as such terms are defined by applicable federal, state, provincial or local laws or regulations. All Industrial Waste that is generated, handled and/or collected by Customer shall be managed exclusively by Company during the term of this Agreement. When Company handles special or hazardous waste for Customer, Customer will provide Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all special or hazardous waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by Company, Customer shall, at the time of tender, provide to Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the special or hazardous waste under all applicable federal, state or local laws or regulations. Tender of delivery shall be considered nonconforming if not in accordance with this Paragraph.

CUSTOMER WARRANTIES. Customer hereby represents and warrants that all waste material delivered by Customer to Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. "Nonconforming Waste" means: (a) non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (b) waste that is not in conformance with the description of the waste in Exhibit A, the Confirmation Letter(s) or the Profile Sheet incorporated herein; (c) waste that is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on the Profile Sheet or Confirmation Letter; or (d) waste prohibited from being received, managed or disposed of at the designated disposal facility by federal, state or local law, regulation, rule, code, ordinance, order, permit or permit condition. Customer (including its subcontractors) represents and warrants that it will comply with all applicable laws,

ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste.

3. TERM OF AGREEMENT; RIGHT OF FIRST REFUSAL. The Initial Term of this Agreement shall be 36 months, commencing on the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term") unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Service provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Service is complete. Customer grants to Company a right of first refusal to match any offer which Customer receives or intends to make after the completion of any Term of this Agreement relating to any services provided hereunder and further agrees to give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

4. INSPECTION; REJECTION OF WASTE. Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless (in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis.

5. SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional fees associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

6. COMPANY WARRANTIES. Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and

ocal laws, ordinances, orders, rules and regulations; and (b) it will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranties and disclaims any other warranty, whether implied or statutory.

ernmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

LIMITED LICENSE TO ENTER. When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may eject Industrial Waste, deny Customer or its subcontractors entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

11. ASSIGNMENT. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns.

CHARGES AND PAYMENTS. Customer shall pay the rates set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this agreement. The rates may be adjusted by Company to account for: any increase in or to recoup all or any portion of, disposal, transportation, fuel or environmental compliance fees or costs; any change in the composition of the Industrial Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Services are rendered. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. All rate adjustments as provided above and in Paragraph 5 shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within 30 days of receipt of each invoice from Company. Customer shall pay a late charge on all past due amounts accruing from the date of the invoice at a rate of eighteen percent (18%) per annum or, if less, the maximum rate allowed by law.

12. ENTIRE AGREEMENT. This Agreement represents the entire understanding and agreement between the parties relating to the management of waste and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement between the parties shall govern over any inconsistent terms herein.

INDEMNIFICATION. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of Waste Management, c., provided that the Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

13. TERMINATION; LIQUIDATED DAMAGES. Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of any Initial or Renewal Term for any reason other than as provided herein, or in the event Company terminates this Agreement for Customer's Default, liquidated damages in addition to the Company's legal fees shall be paid and calculated as follows: 1) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; 2) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at common law.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this agreement or Customer's use, operation or possession of any equipment furnished by the Company.

14. MISCELLANEOUS. (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' fees, in interpreting or enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

Agreed & Accepted

UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or gov-

COMPANY - WASTE MANAGEMENT OF IL, INC.

Signed: _____

CUSTOMER - DEMOLITION EXCAVATING GROUP

Signed: 

1794735150 -- Tazewell County
207, 209, and 211 North 9th Street
Compliance File

Ex. 7

P.O. BOX 506
MANITO, IL. 61546



PH. 309.968.3366
FAX 309.968.6247

May 2, 2014

Att: EPA

I Rhonda Fisher with DEG would like to set up a meeting with the EPA concerning the citation at 207 N. 9th St. the former West Campus High School.

Thank you,

DEG

EPA - DIVISION OF PESTICIDES MANAGEMENT
RECEIVED

JUN 26 2014

REVIEWER MED

RECEIVED
PEORIA - DLPC

MAY 02 2014

ENVIRONMENTAL PROTECTION AGENCY
STATE OF ILLINOIS

Ex. 7

SHORT FORM ENVIRONMENTAL SERVICES AGREEMENT

ELM CONSULTING, LLC
60 State St. Suite 201
Peoria, IL 61602

Client:
Demolition Excavating Group, Inc.

Site Location:
Tazewell County

Date:
November 1, 2012

1. SCOPE OF SERVICES:

- ELM will conduct a Records Review
- ELM will meet with Client Representatives
- ELM will conduct a Site Reconnaissance
- ELM will conduct Interview/Meeting with IEPA Representative(s)
- ELM will provide guidance and oversight regarding execution of the compliance commitment agreement (CCA) with the IEPA

2. COMPENSATION: Time & Materials Not to Exceed \$5,000.00. A \$2,500.00 retainer is due upon signing of Short Form Agreement.

3. ATTACHMENTS: None.

4. DOCUMENTS INCORPORATED BY REFERENCE: None.

5. SCHEDULE: ELM is prepared to implement the scope of work immediately upon receipt of authorization to proceed from the Client and receipt of retainer.

6. CLIENT RESPONSIBILITIES:

- Be willing to meet with ELM representatives at the ELM Peoria office.
- Arrange access to the site.
- Provide copies of all documentation to and from IEPA.

Acceptance of this Agreement is limited to and includes acceptance of the above terms, including all attachments, the Terms and Conditions printed on the reverse side and all documents incorporated by reference.

ELM CONSULTING, LLC

DEMOLITION EXCAVATING GROUP, INC

By: Todd W. Snarr

By: Rhonda Fisher

Name: TODD SNARR

Name: Rhonda Fisher

Date: 11-1-2012

Date: 11-7-12

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS,)	
)	
Complainant,)	
)	
v.)	PCB No. 2017-046
)	(Enforcement-Land)
DEMOLITION EXCAVATING GROUP, INC.,)	
a dissolved Illinois corporation,)	
RHONDA FISHER, and EDWARD FISHER,)	
)	
Respondents.)	

AFFIDAVIT OF GENE FIGGE

I, Gene Figge, after being duly sworn on oath, state that if called upon to testify in this matter, I would competently testify as follows:

1. I am currently employed by the Illinois Environmental Protection Agency ("Illinois EPA") Bureau of Land in the capacity of Environmental Protection Specialist and am located in Peoria, Illinois. I have been employed by the Illinois EPA since January 8, 1990.

2. The duties and responsibilities of my position include: the investigation of sites within the Peoria Region including CCDD, RCRA, landfill, open dump, used tire, and complaint inspections; investigating the environmental impacts of sites within the Peoria Region; observing site conditions; coordinating with other governmental agencies and government contractors; and advising on response activities. In the course of my employment with the Illinois EPA, I obtained direct and personal knowledge as to the alleged open dumping of waste at a demolition site operated by the Respondents, Demolition Excavating Group, Inc., Rhonda Fisher and Edward Fisher, and located at 207, 209, and 211 North Ninth Street in Pekin, Tazewell County, Illinois (the "Site"). I also obtained direct and personal knowledge as to the conditions at the

Site during inspections on August 15, 2013, August 28, 2013, November 26, 2013, March 4, 2014, March 20, 2014, March 27, 2014, and May 7, 2014.

3. True and correct copies of the inspection reports from inspections on November 26, 2013, March 4, 2014, March 20, 2014 and March 27, 2014 are attached hereto as Exhibit 1, Exhibit 2, Exhibit 3 and Exhibit 4, respectively. The inspection reports were completed in the course of the Illinois EPA's regular practices and were kept in the ordinary course of the Illinois EPA's regularly conducted business activity. I created the inspection reports contemporaneously with my inspections of the Site, and they accurately depict my observations of the Site at the time of the inspections.

FURTHER AFFIANT SAYETH NOT

STATE OF ILLINOIS)

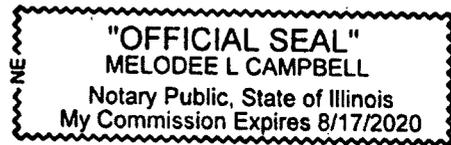
COUNTY OF Peoria, IL)

)
) SS.
)

Gene Figge
Gene Figge
Environmental Protection Specialist
Bureau of Land
Illinois Environmental Protection Agency

Subscribed and Sworn to
Before me this 3 th day of
April, 2017.

Melodee L Campbell
NOTARY PUBLIC



CERTIFICATE OF SERVICE

I hereby certify that I did on April 3, 2017, send by United States Mail, with postage thereon fully prepaid, by depositing in a United States Post Office Box in Springfield, Illinois, a true and correct copy of the document entitled Notice of Filing and Complainant's Response to Respondents Rhonda Fisher and Edward Fisher's Motion for Summary Judgment to:

SERVICE LIST

Demolition Excavating Group, Inc.
c/o Rhonda Fisher, President
7841 Warner Road
Manito, IL 61546

Attorney for Respondents Edward and Rhonda Fisher:
Gerald L. Hall, Esq.
524 Court Street
Pekin, IL 61554

s/Theresa M. Flinn
Theresa M. Flinn
Administrative Secretary
Environmental Bureau

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this Certificate of Service are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

s/Theresa M. Flinn
Theresa M. Flinn
Administrative Secretary
Environmental Bureau