BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

In the Matter of:	)	
	)	
WASTE MANAGEMENT OF ILLINOIS, INC.	)	
	)	
Petitioner,	)	
	)	**PCB 25-10**
	)	**(Permit Appeal - RCRA)**
	)	
v.	)	
	)	
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY	)	
	)	
Respondent.	)	

NOTICE OF FILING

To: See attached Service List

PLEASE TAKE NOTICE that I have today electronically filed with the Office of the Clerk of the Pollution Control Board Waste Management of Illinois, Inc.'s Petition to Appeal Illinois EPA's Final Determinations, Request for Stay, and Motion to Consolidate copies of which are herewith served upon you.

Dated: December 4, 2024

Waste Management of Illinois, Inc.

/s/ Jennifer T. Nijman

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CERTIFICATE OF SERVICE

The undersigned, an attorney, certifies that a true copy of the foregoing Waste Management of Illinois, Inc.'s Petition to Appeal Illinois EPA's Final Determinations, Request for Stay, and Motion to Consolidate for Nijman Franzetti LLP on behalf of Petitioner were electronically filed on December 4, 2024 with the following:

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and that copies were sent via e-mail on December 4, 2024 to the parties on the service list.

Dated: December 4, 2024 | Waste Management of Illinois, Inc.

/s/ Jennifer T. Nijman

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	)	
Respondent.	)	

PETITION TO APPEAL ILLINOIS EPA's FINAL DETERMINATIONS, REQUEST FOR STAY, AND MOTION TO CONSOLIDATE

Petitioner, Waste Management of Illinois, Inc., ("WMIL"), pursuant to Section 40(a) of the Illinois Environmental Protection Act (the "Act"), 415 ILCS 5/40(a), and 35 Ill. Adm. Code 105.200 *et seq*., submits this petition to appeal the Illinois Environmental Protection Agency's ("Illinois EPA" or "Agency") July 29, 2024 permit with conditions ("July 29th Permit Modification") and the related July 30, 2024, final decision ("July 30th Final Decision") (collectively "Final Determinations") concerning the closed Hazardous Waste Management Units ("Areas 1 and 2") of the Laraway Recycling and Disposal Facility ("Laraway RDF"). The Final Determinations are attached as Exhibits A (July 29th Permit Modification) and B (July 30th Final Decision). On September 5, 2024, by order of the Illinois Pollution Control Board ("Board" or IPCB"), the appeal period was extended to December 4, 2024, making this Petition for Review timely.

The Final Determinations are in error because Illinois EPA did not have the authority to extend the post-closure care period for an additional 30 years, or to require WMIL to maintain

financial assurance in an amount equal to 30 years of costs without annual reduction as permitted by regulation and historically accepted and approved by Illinois EPA.

WMIL further requests that the Board enter an order finding that the Final Determinations are automatically stayed pending this appeal pursuant to the Illinois Administrative Procedures Act ("IAPA"), *See* 5 ILCS 100/10-65(b), and requests that the Board consolidate PCB 25-9 and PCB 25-10 because both proceedings pertain to the same permit, same parties, and impose identical conditions. 35 Ill. Adm. Code 101.406.

I. PETITION FOR APPEAL

A. ISSUES RAISED ON APPEAL

1. Illinois EPA does not have the authority to extend post-closure care for Areas 1 and 2 of the Laraway RDF by an additional 30 years beyond the initial 30-year period, or to alter related financial assurance obligations. Sole authority to extend the post-closure care period rests with the Board and Illinois EPA's reliance on 35 Ill. Adm. Code Part 724 for its Final Determinations was in error.

2. Illinois EPA's decision to impose the extended post-closure care period and extend financial assurance requirements by using a Class 1*[1] permit modification was beyond Illinois EPA's lawful authority because it was procedurally incorrect and does not comply with regulatory requirements. Such an extension qualifies as a Class 2 modification, which requires additional procedural steps, including public notice, a public meeting, and response to comments.

3. Illinois EPA's Final Determinations improperly preclude WMIL from pursuing its legal right to reduce its financial assurance specifically granted by the regulations. By including a permit

[1] Certain Class 1 permit modifications that require Agency approval are denoted by an asterisk in the Board regulations, hence the designation of Class 1* permit modifications. 35 Ill. Adm. Code 703.281(b). *See infra* at Section C.2.

condition that WMIL must maintain financial assurance in an amount equal to 30 years of costs "on a rolling basis", without the ability to seek annual reductions in those costs as allowed by 35 Ill. Adm. Code 724.245, Illinois EPA is unilaterally nullifying the effect and purpose of Illinois regulations. Illinois EPA's actions disregard the plain language of its regulations, undermine established principles of regulatory construction, and quash WMIL's legal rights. *See Kisor v. Wilkie*, 588 U.S. 558, 574-75, 139 S. Ct. 2400, 2415 (2019).

4. Illinois EPA is equitably estopped from attempting to impose the extended financial assurance requirements described in the Final Determinations, without the ability to reduce those financial assurance costs. Illinois EPA repeatedly allowed prior permit modifications and gave representations that financial assurance would be reduced when requested, and WMIL reasonably relied on that history of reductions to comply with post-closure care requirements.

B. SITE HISTORY

5. The Laraway Recycling and Disposal Facility ("Laraway RDF") is located at 21233 W. Laraway Road, Joliet, Will County, Illinois.

6. The RCRA[2] permit for the Laraway RDF was issued on May 17, 2010 ("RCRA Permit"). It was effective as of June 21, 2010 and expired on June 21, 2020. On WMIL's requests, Illinois EPA has modified the RCRA Permit on various occasions, each time incorporating the remaining provisions into the modification. The most recent modified RCRA Permit that Illinois EPA issued – prior to the Final Determinations – was dated December 11, 2023. *See* RCRA Permit, December 11, 2023 Modification, attached as Exhibit C ("2023 Permit"). The 2023 Permit incorporated all prior substantive provisions. 2023 Permit, Ex. C, p. 1 ("This permit also incorporates all previous and current non-hazardous waste disposal activities at the facility.").

[2] Resource Conservation Recovery Act

7. The 2023 Permit covers (i) post-closure care for closed Hazardous Wate Management Units ("Areas 1 and 2"), (ii) non-hazardous solid waste landfills, and (iii) corrective action activities for historical solid waste management units identified as the North Stack and South Stack. *Id*., General Facility Description, Ex. C, pages 1-2. At issue in this proceeding are the permit conditions relating to Areas 1 and 2.

8. Areas 1 and 2 occupy approximately 55 acres at Laraway RDF and were historically used for the disposal of hazardous waste. *Id.* p. 1. On September 10, 1992, Illinois EPA approved the certification of closure for Areas 1 and 2 pursuant to 35 Ill. Adm. Code 724.215. *Id*. Section I, Ex. C, p. I-1.

9. Even though the 2023 Permit is dated December 11, 2023, it states, "Post-closure care to be provided until September 10, 2022" and provides that the "Total for Post-Closure Care is $933,573." 2023 Permit, Ex. C at Attachment D.

10. Since the certification of closure on September 10, 1992, WMIL has been conducting post-closure care activities at Areas 1 and 2 including, but not limited to, (i) maintenance of the final cover, (ii) management of leachate, (iii) monitoring of the groundwater, and (iv) providing financial assurance for post-closure activities pursuant to 35 Ill. Adm. Code Part 724. *Id.*

11. WMIL has continued post-closure care for Areas 1 and 2 past the expiration of the RCRA Permit in 2020 and beyond the 30-year post-closure care period that ended on September 10, 2022. On February 27, 2020, WMIL submitted its application to renew its RCRA Permit. To date, Illinois EPA has not issued a new permit but continues to issue modifications to the expired RCRA Permit. On November 2, 2022, WMIL notified Illinois EPA that it had completed 30 years of post-closure care, as required by permit condition I.D.2. *See* Correspondence to Kenneth Smith, IEPA Bureau of Land, dated November 3, 2022, attached as Exhibit D. WMIL specifically stated in its submittal that "Post-closure maintenance, financial assurance and inflation updates to the

annual post-closure care costs will continue to be provided until the Agency releases the site from further post-closure obligations." *Id.*

12. WMIL has provided financial assurance for Areas 1 and 2 for the duration of the post-closure care period and continuing to the present. WMIL currently maintains insurance to satisfy its financial assurance obligations. Pursuant to 35 Ill. Adm. Code 724.245(e)(9),[3] WMIL routinely requested, and Illinois EPA granted, annual reductions "to the financial assurance liability based on the number of years of post-closure care that had been completed by the facility." July 30th Final Decision, Ex. B, p. 4.

13. Since at least 2008, WMIL submitted annual requests for permit modifications to reduce the post-closure care costs. WMIL submitted similar requests on a regular basis from the beginning of post-closure care to 2008. Illinois EPA subsequently approved each reduction. For example, on May 13, 2015, WMIL submitted to Illinois EPA a request to modify its permit with a reduced post-closure care cost in the amount of $3,379,072 based on the years of post-closure care remaining. *See* May 13, 2015 Permit Modification, attached as Exhibit E. Illinois EPA approved the reduced amount. *See* July 29th Permit Modification, Ex. A, Attachment F (List of Approved Modification Requests), line 66. On August 11, 2015, WMIL submitted to Illinois EPA proof of its financial assurance in this same amount for Areas 1 and 2 (referred to as the closed "RCRA Unit"). The submittal included the statement that "Effective 08/01/15 it is hereby understood and agreed that this policy's Post-Closure Coverage amount is decreased from $3,747,342 to $3,379,072." *See* August 11, 2015 Certificate of Insurance, attached as Exhibit F.

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[3] 35 Ill. Adm. Code 724.245(e)(9), which applies to the use of insurance as financial assurance, provides that "Whenever the current post-closure cost estimate decreases during the operating life of the facility, the face amount may be reduced to the amount of the current post-closure cost estimate following written approval by the Agency."

14. WMIL submitted similar post-closure care cost reductions in May 2016 (decreased from $2,987,922), May 2017 (decreased to $2,596,301), May 2018 (decreased to $2,147,747), May 2019 (decreased to $1,756,379), May 2020 (decreased to $1,366,980), May 2021 (decreased to $933,573), May 2022 (revised to $972,130 to reflect inflation). Upon expiration of 30 years of post-closure care (September 2022), WMIL continued to maintain one year of costs as financial assurance. In May 2023, WMIL submitted a permit modification request that decreased costs to $539,005. The permit modification requests from 2016 through 2023 are attached as Exhibits G though O. Illinois EPA approved each of the reduced cost amounts. *See* July 29th Permit Modification, Ex. A, Attachment F (List of Approved Modification Requests), lines 76, 93, 95, 97, 115, 120, 127, respectively.

15. On May 8, 2024, WMIL submitted a Class 1* permit modification request to update its one-year post-closure care cost estimate to $558,409. On May 20, 2024, Illinois EPA responded, requesting that post-closure care costs be submitted for a period of two years. *See* Correspondence, attached as Exhibit P.

16. Various other communications occurred where Illinois EPA requested changes to the cost estimates for post-closure care and WMIL responded by correcting or explaining the changes. *See* WMIL response dated May 31, 2024; Illinois EPA Notice of Deficiencies ("NOD") dated June 12, 2024; WMIL Response to NOD dated June 17, and June 24 2024; Illinois EPA NOD dated July 3, 2024; WMIL Response to NOD dated July 8, 2024 (collectively attached as Exhibit Q). As of mid-July 2024, WMIL and Illinois EPA were both working with a two-year cost estimate of $1,097,079 as a basis for financial assurance.

17. Without further notice to WMIL, on July 29, 2024, Illinois EPA issued the Final Determinations that, among other terms, extended the post-closure care period for an additional

30 years, and required financial assurance in the new amount of $16,456,185, consisting of the total of 30 years of post-closure care costs, which total costs had to be maintained on a rolling basis. *See* July 29th Permit Modification, Ex. A, p. 1, Attachment D, p. D-1; and July 30th Final Decision, Ex. B, p. 4. In other words, the total cost could not be reduced but had to be maintained at the same level over the next 30 years. However, the July 29th Permit Modification, issued in **2024**, states, "Post-Closure Care is to be provided until at least September 10, **2022**." (emphasis added).

18. The July 30th Final Decision repeats Illinois EPA's decision to extend post-closure care and require financial assurance on a rolling thirty-year basis. *See* July 30th Final Decision, Ex. B., p. 4. Illinois EPA states, "Historically, during the post-closure care period, the Illinois EPA has accepted the facility's proposal to reduce financial assurance liability based on the number of years of post-closure care that had been completed by the facility." July 30th Final Decision, Ex. B, p. 4, ¶2. Illinois EPA's Final Determinations then rejected that historically accepted approach and increased financial assurance for post-closure care to $16,456,185.

19. On August 28, 2024, on WMIL's request, Illinois EPA filed a motion with the Board to request an extension of the ninety-day appeal period for PCB 25-9 and PCB 25-10. The Board granted the request and extended the appeal period to December 4, 2024, in both proceedings.

20. Despite the extension for the time to appeal the post-closure care provisions for Areas 1 and 2, and despite knowing that WMIL was appealing the post-closure care provisions in the Final Determinations, Illinois EPA issued yet another modification to the expired RCRA Permit on September 25, 2024. This September 2024 Modification concerned changes that were unrelated to post-closure care costs, but it restated the very same post-closure care provisions that are the subject of this appeal. *See* September 25, 2024 Permit Modification, attached as Exhibit R. Other

than the post-closure care issues on appeal, WMIL is complying with the remaining terms of this September 25, 2024 Permit and its post-closure care plan. A copy of the post-closure care plan for Areas 1 and 2 is attached as Exhibit S.

21. On October 4, 2024, WMIL sent a letter to Illinois EPA with attached certificates of insurance and policy endorsements for financial assurance in the amount of $1,097,079 and again informed Illinois EPA that it was appealing the post-closure amount of $16,456,185 in the Final Determinations. *See* October 4, 2024, Financial Assurance Submittal, p. 1, attached as Exhibit T.

C. ARGUMENTS

1. ILLINOIS EPA HAD NO BASIS TO UNILATERALLY EXTEND POST-CLOSURE CARE 30 YEARS BEYOND THE INITIAL 30 YEAR PERIOD.

22. In its Final Determinations, Illinois EPA improperly relied upon 35 Ill. Adm. Code 724.217(a)(l) to justify extending post closure care for Areas 1 and 2 for an additional 30-year period. That section states:

> 1) Post-closure care for each hazardous waste management unit subject to the requirements of Sections 724.217 through 724.220 **must begin after completion of closure of the unit and continue for 30 years after that date** and must consist of at least the following:
>
> A) Monitoring and reporting in accordance with the requirements of Subparts F, K, L, M, N, and X; and
>
> B) Maintenance and monitoring of waste containment systems in accordance with the requirements of Subparts F, K, L, M, N, and X.

35 Ill. Adm. Code 724.217(a)(l) (emphasis added).

23. Contrary to this provision, Illinois EPA stated in its Final Determinations that post-closure care shall be "at least an additional (30) years beyond" closure of the unit, suggesting a *minimum* 60-year post-closure care period. July 29th Permit Modification, Ex. A, p. 1; July 30th Final Decision, Ex. B, p. 4.

24. Section 724.217(a)(l) is the only provision within 35 Ill. Adm. Code Part 724 that mentions a 30-year period, and nothing in Section 724.217(a)(1) authorizes Illinois EPA to extend post-closure care beyond this period or require cost estimates that assume post-closure care extending beyond the 30-year limit.

25. In fact, only the Board has sole authority to extend the post-closure care period beyond the initial 30 years, not Illinois EPA. Section 724.217(a)(2)(B) states:

> Any time preceding partial closure of a hazardous waste management unit subject to post-closure care requirements or final closure, or **any time during the post-closure care period** for a particular unit, **the Board may, in accordance with the permit modification procedures** of 35 Ill. Adm. Code 702, 703, and 705, do either of the following:
>
> * * *
>
> B) **Extend the post-closure care period applicable to the hazardous waste management unit** or facility **if the Board has found by an adjusted standard** issue pursuant to Section 28.1 of the Act and 35 Ill. Adm. Code 101 and 104 **that the extended period is necessary to adequately protect human health and the environment** (e.g., leachate or groundwater monitoring results indicate a potential for migration of hazardous wastes at levels that may be harmful to human health and the environment) (emphasis added).

26. Section 724.214(a)(2)(B) does <u>*not*</u> authorize Illinois EPA to unilaterally extend the post-closure care period, or to attempt to do so after the initial post-closure period has expired.

27. Where a statute or regulation lists the things to which it refers there is an inference that all omissions should be understood as exclusions. *See People v. Commonwealth Edison Company*, 1985 WL 21568, at *3 (PCB 83-218) (Oct. 24, 1985); *Bridgestone/Firestone, Inc. v. Aldridge*, 179 Ill. 2d 141, 151–52 (Ill. 1997); *City of St. Charles v. Illinois Labor Relations Bd.*, 395 Ill. App. 3d 507, 510 (2d Dist. 2009) (rule of construction applies to administrative regulations).

28. Applying this rule of construction to 35 Ill. Adm. Code 724.217, the inclusion of a method in subsection (a)(2) to allow the Board to extend the post-closure care period, without

describing any other means to extend post-closure care, gives rise to the inference that other means of attempting to extend the post-closure care period are excluded. Illinois EPA cannot unilaterally decide to issue a 30-year (or any) post-closure care extension when the method to do so through the Board is detailed in the regulations.

29. Illinois EPA recognized that it does not have the authority to unilaterally change the post-closure care period in the 2023 Permit for Areas 1 and 2. The 2023 Permit states, "Prior to the time that the minimum[4] post-closure care is due to expire, *the Board* will extend or the *Illinois EPA may propose* extension of the post-closure care period if it finds that the extended period is necessary to protect human health and the environment." 2023 Permit, Ex. C, Section I, C.2, p. I-1 (emphasis added).

30. Consistent with Section 724.217(a)(2)(B), cited above, only the Board may extend the post-closure care period through an adjusted standard petition, and it must be during the post-closure care period. Illinois EPA language in the 2023 Permit concedes that the Board must act during the "minimum" post-closure care period (i.e., 30 years). Illinois EPA's additional language, stating that <u>Illinois EPA</u> may propose such an extension, can only be consistent with the language in Section 724.217(a)(2)(B) if it means that Illinois EPA must make a proposal to the Board during the "minimum" post-closure care period. 35 Ill. Adm. Code 724.217(a)(2)(B). Neither the Board, nor Illinois EPA, followed any of the regulatory options to extend post-closure care.

31. The number of years used to calculate financial assurance obligations is inextricably tied to the length of the post-closure care period required under Section 724.217. *See* 35 Ill. Adm. Code 724.244(a). Thus, Illinois EPA did not have authority to alter financial assurance requirements either.

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[4] Illinois EPA added the word "minimum" to this sentence in WMIL's October 10, 2023 permit modification. October 10, 2023 permit modification, attached as Exhibit U.

32. Illinois EPA's failure to follow applicable regulations to extend post-closure care prevented WMIL from exercising its right to present relevant information during an adjusted standard procedure. Illinois EPA did not have authority to act unilaterally and its failure to comply with the regulatory process denied WMIL due process of law. WMIL asks the Board to find that Illinois EPA erred in attempting to use the Final Determinations to extend the post-closure care beyond 30 years and to require WMIL to maintain financial assurance in an amount equal to that additional 30 years of costs, without making a timely request to the Board.

2. ILLINOIS EPA IMPROPERLY APPLIED A CLASS 1* PERMIT MODIFICATION REVIEW TO EXTEND POST CLOSURE CARE AND FINANCIAL ASSURANCE OBLIGATIONS.

33. Illinois EPA's decision to issue its Final Determinations as Class 1* permit modifications was in error. As noted above, Illinois EPA was required to timely propose the extension of a post-closure care period to the Board. In addition, Illinois EPA should have at least reviewed the extension as a Class 2 modification. Because it applied a Class 1* review, Illinois EPA lacked the authority to extend post-closure care and, relatedly, to increase financial assurance. Its decision to proceed as a Class 1* modification deprived WMIL of the procedural protections and processes required by Illinois regulation.

34. Board regulations governing permit modifications classify the modifications into three general classes: Class 1, Class 2, and Class 3. 35 Ill. Adm. Code 703.280(a)–(d). Class 1 permit modifications identified with an asterisk in 35 Ill. Adm. Code 703 Appendix A require the prior written approval of the Agency.

35. The three classes generally reflect the increasing impact of a modification upon a facility. "Class 1 modifications apply to minor changes that keep the permit current with routine changes to the facility or its operation. These changes do not substantially alter the permit

conditions or reduce the capacity of the facility to adequately protect human health or the environment." 35 Ill. Adm. Code 703.280(d)(2)(A). "Class 2 modifications apply to changes that are necessary to enable a permittee to respond, in a timely manner, to any of the following: i) Common variations in the types and quantities of the wastes managed under the facility permit; ii) Technological advances; and iii) Changes necessary to comply with new regulations, where these changes can be implemented without substantially changing design specifications or management practices in the permit." 35 Ill. Adm. Code 703.280(d)(2)(B). Class 3 modifications "substantially alter the facility or its operation." 35 Ill. Adm. Code 703.280(d)(2)(C).

36. There is no question, however, that the extension of a post-closure care period qualifies as a Class 2 modification. 35 Ill. Adm. Code 703Appendix A(E)(2).

37. The major differences between Class 1 and Class 2 permit modifications are primarily the complexity of the process, public involvement, and Agency oversight. For Class 1 modifications, the permittee may implement changes immediately and must notify the Agency within seven days, providing a description of the change and its necessity, along with supporting documentation. 35 Ill. Adm. Code 703.281(a)(1). Notification to the facility mailing list and local/state governments must be completed within 90 days. 35 Ill. Adm. Code 703.281(a)(2). In contrast, Class 2 modifications require the permittee to submit a modification request before implementing any change, including detailed explanations of the modification's necessity, and notify the public through the facility mailing list, local/state governments, and publication in a local newspaper within seven days of submission. 35 Ill. Adm. Code 703.282(a), (b).

38. In addition, for Class 2 modifications, the public must be notified of a 60-day comment period and a public meeting, and the public meeting must occur no earlier than 15 days after the notice and no later than 15 days before the comment period ends. 35 Ill. Adm. Code 703.282(b),

(d), (e). Agency review of Class 1 modifications is simpler, allowing rejection if the modification does not comply with original permit conditions. 35 Ill. Adm. Code 703.281(a)(3). In comparison, Class 2 modifications involve a more formal decision-making process, with the Agency required to respond within 90 days, which may include approval, denial, reclassification to Class 3, or temporary authorization. 35 Ill. Adm. Code 703.282(f)(1).

39. U.S. EPA Guidance, relied on by Illinois EPA to make its Final Determinations, confirms that extension of a post-closure care period is processed as a Class 2 permit modification. U.S. EPA's "Guidelines for Evaluating the Post-Closure Care Period for Hazardous Waste Disposal Facilities under Subtitle C of RCRA," dated December 15, 2016 (2016 U.S. EPA Guidance), p. 13. *See* July 30th Final Decision, Ex. B, attaching 2016 U.S. EPA Guidance ("For permitted facilities, extensions to the post-closure care period would be processed as a Class 2 modification, and reductions would be Class 3. In both cases, the regulator must provide public notice, hold a public meeting, and allow an opportunity for written comments to be submitted…").

40. WMIL submitted minor changes to its post-closure care plan as Class 1* permit modifications. *See* May 8, 2024 Correspondence to Jacki Cooperider, IEPA, attached as Exhibit V. Illinois EPA reviewed WMIL's minor changes as Class 1* modifications. *See* July 29th Permit Modification, Ex. A, p. 1¶1. But as soon as Illinois EPA unilaterally decided to add new provisions that would increase the post-closure care period by an additional 30 years and extend financial assurance indefinitely, Illinois EPA's use of a Class 1* modification process became unlawful. Illinois EPA should have made a timely proposal to the Board, as stated above, and, at minimum, performed its review as a Class 2 permit modification that would have allowed WMIL to properly dispute the change.

41. Illinois EPA apparently recognized that it should have used a Class 2 analysis in its Final Determinations. In the "Financial Assurance Requirements Evaluation" section of the July 30th Final Decision, Illinois EPA states that it "has determined that a rolling 30-year post-closure care cost estimate must be maintained by the facility, as required by 35 IAC 724.217(a) (1) *and 35 IAC 703.282"* (emphasis added). July 30th Final Decision, Ex. B, page 2 ¶1. Section 703.282, on which Illinois EPA relies, is the "Class 2 Permit Modification" section of 35 Ill. Adm. Code Part 703. Yet despite stating that a Class 2 process should apply, Illinois EPA still failed to follow the Class 2 procedures and thus lacked authority to unilaterally modify WMIL's permit to add 30 years of additional post closure care and a 30-year rolling cost as financial assurance.

42. By inserting in the Final Determinations "modifications" that WMIL did not even request, and then using a Class 1* evaluation for a significant permit change, Illinois EPA used an inapplicable review process that was contrary to the regulations. In addition to precluding WMIL from asserting its rights during an adjusted standard petition process as required by Section 724.217(a)(2)(B) (*supra* at section C.1), Illinois EPA also denied WMIL the opportunity to hold a public meeting or issue written comments. *See* 35 Ill. Adm Code 703.282(d)-(e).

43. WMIL asks the Board to find that Illinois EPA's Final Determinations were in error for extending the post-closure care period and altering financial assurance requirements without making a proposal to the Board during the post-closure care period, as noted above, and without complying with Board regulations for Class 2 permit modifications.

3. ILLINOIS EPA'S FINAL DETERMINATIONS IMPROPERLY PRECLUDE WMIL FROM PURSUING ITS LEGAL RIGHT TO REDUCE ITS FINANCIAL ASSURANCE, AS SPECIFICALLY GRANTED BY THE REGULATIONS.

44. By including a permit condition that WMIL must maintain financial assurance in an amount equal to 30 years of costs "on a rolling basis", without the ability to seek annual reductions

in those costs as allowed by 35 Ill. Adm. Code 724.245, Illinois EPA is unilaterally nullifying the effect and purpose of Illinois regulations. Where a regulation is clear, there is no room for Agency interpretation or deference. *See Kisor v. Wilkie*, 588 U.S. 558, 574-75, 139 S. Ct. 2400, 2415 (2019) ("If uncertainty does not exist, there is no plausible reason for deference. The regulation then just means what it means—and the court must give it effect, as the court would any law."); *Loper Bright Enters. v. Raimondo*, 144 S. Ct. 2244 (2024).[5] Illinois financial assurance regulations specifically allow a permittee to request annual reductions in the total amount of financial assurance that is held as each year passes and the total cost of post-closure care is reduced. *See* e.g., 35 Ill. Adm. Code 724.245(a-f).

45. For Areas 1 and 2, WMIL currently maintains insurance to satisfy its financial assurance obligations. 35 Ill. Adm. Code 724.245(e)(9).

46. Section 724.245(e)(9), which applies to financial assurance using post-closure insurance, provides, "Whenever the current post-closure cost estimate decreases during the operating life of the facility, the face amount may be reduced to the amount of the current post-closure cost estimate following written approval by the Agency."

47. The remaining paragraphs of Section 724.245, describing different financial assurance mechanisms, similarly allow a permittee to request reductions in financial assurance. *See* e.g., 724.245 (a)(7), (b)(7), (c)(7) *et seq*. These regulations allow WMIL to seek reductions in the various types of financial assurance that WMIL is entitled to use.

48. In fact, WMIL has been obtaining regular reductions of its financial assurance costs for Areas 1 and 2 since it began providing financial assurance in 1992. *See, e.g. supra* at ¶¶ 13-16.

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[5] In *Loper Bright Enterprises v. Raimondo*, the Court consistently emphasized that statutory clarity precludes deference to agency interpretations. The Court reasoned, "a reviewing court must first assess 'whether Congress has directly spoken to the precise question at issue.'" *Loper Bright*, 144 S. Ct. at 2254, quoting *Chevron U. S. A. Inc. v. Natural Resources Defense Council, Inc*., 467 U. S. 837, 104 S. Ct. 2778, 81 L. Ed. 2d 694 (1984).

Illinois EPA admitted that WMIL routinely requested, *and Illinois EPA granted*, annual reductions "to the financial assurance liability based on the number of years of post-closure care that had been completed by the facility." July 30th Final Decision, Ex. B, p. 4.2.

49. Illinois EPA's Final Determinations now demand that WMIL maintain financial assurance in the amount of a 30-year cost estimate, to be maintained for each year of the next 30-year post-closure care period, without the ability to rightfully request reductions pursuant to the regulations. Illinois EPA neglects to consider that WMIL will have reduced maintenance requirements as the years pass, yet Illinois EPA is denying WMIL its regulatory right to seek reductions. This denial robs WMIL of its legal rights and is not consistent with basic principles of regulatory construction. Illinois EPA cannot simply override a regulatory right though a permit provision.

50. Consequently, Illinois EPA is violating its own, unambiguous regulation and denying WMIL its right to pursue reductions of financial assurance. *See Kisor*, 588 U.S. 558, 574-75 (2019).

4. ILLINOIS EPA'S INCREASE IN FINANCIAL ASSURANCE FOR AN ADDITIONAL THIRTY-YEARS, WITHOUT OPPORTUNITY FOR REDUCTION, SHOULD BE BARRED BY EQUITABLE ESTOPPEL.

51. Illinois EPA should be estopped from imposing an additional 30-year rolling financial assurance obligation on WMIL because of Illinois EPA's practice over the past 30 years of regularly reducing WMIL's financial assurance.

52. Under Illinois law, the doctrine of equitable estoppel applies when the following factors are present: (a) words or conduct by the party against whom estoppel is alleged constitute a misrepresentation or concealment of material facts; (b) knowledge by the party against whom estoppel is alleged that representations made were untrue; (c) the party claiming the benefit of

estoppel must not have known the representations were false when made or acted upon; (d) the party against whom estoppel is alleged must have intended or expected that their conduct or representations would be acted upon by the party asserting estoppel; (e) the party asserting estoppel must have reasonably relied or acted upon the representations or conduct of the other party; (f) the party asserting estoppel must show that they will suffer substantial prejudice if the other party is permitted to deny the truth of their representations; and (g) rare and unusual circumstances when applied to public bodies. *See* e.g. *In the Matter of: Pielet Brothers' Trading, Inc.*, *18-19, 1989 Ill. ENV LEXIS 272, AC No. 88-51, Docket A and B, IEPA DOCKET NO. 8983-AC, July 13, 1989; *Wachta v. Pollution Control Bd.*, 8 Ill. App. 3d 436, 289 N.E.2d 484 (1972)(citing *Willowbrook Dev. Corp. v. Ill. Pollution Control Bd.*, 92 Ill. App. 3d 1074, 1079, 48 Ill. Dec. 354, 358-59, 416 N.E.2d 385, 389-90 (1981)). Each of these factors is met by Illinois EPA's sudden change to its long-standing practice, pursuant to applicable regulation, of reducing financial assurance as total post-closure care costs decreased after each year of operation.

a) In light of Illinois EPA's current position, its past approvals were a misrepresentation or concealment of material facts.

53. Even if WMIL accepts that the post-closure care period for Areas 1 and 2, if properly proposed to the Board, should extend for an additional 30-year period, WMIL should be permitted to seek annual reductions in its financial assurance mechanism because Illinois EPA's consistent reductions in WMIL's financial assurance obligations over nearly three decades led WMIL to reasonably believe that the Agency would continue this practice.

54. In an analogous case of equitable estoppel, Illinois EPA made explicit representations to the Pielet Brothers that they could operate their landfill using the area fill method, despite contrary provisions in the applicable permit. *See Pielet Bros.*, 1989 Ill. ENV LEXIS 272, at *18-19. These representations reasonably led the Pielet Brothers to believe their operations were

authorized. The court found that the Agency misrepresented the actual requirements and was equitably estopped from asserting a permit violation. *Id*.

55. In this case, Illinois EPA's sudden reversal, without notice, of its policy to accept reductions in financial assurance pursuant to the regulations constitutes a misrepresentation of its long-standing approach and creates a misleading impression that the prior reductions would continue.

56. The Agency, in its Final Determinations, suggests that it had apparently failed to properly consider long-term threats in its past approvals. *See* July 30th Final Decision, Ex. B, p. 4. But conditions at Areas 1 and 2 have remained generally the same for at least the last 20 years. Little has changed, and Illinois EPA appears to have concealed the fact that it was not properly considering site conditions in the past. Like in *Pielet Brothers*, this conduct misrepresents the true nature of the Agency's position, warranting a finding that the Agency should be estopped.

b) Illinois EPA now admits that its past actions to reduce WMIL's financial assurance were not correct.

57. Illinois EPA knew of its longstanding practice of reducing WMIL's financial assurance obligations and was aware that WMIL relied on these reductions as adjustments to its post-closure care obligations. Illinois EPA is now claiming that they did not previously evaluate long-term threats, meaning that Illinois EPA admits that its past cost reductions were incorrect.

58. Under Illinois case law, the knowledge requirement of equitable estoppel is met when the party against whom estoppel is alleged was aware of its representations and did not promptly correct them. *See Wachta v. Pollution Control Bd.*, 8 Ill. App. 3d 436, 440, 289 N.E.2d 484, 488 (1972); *Pielet Bros.*, 1989 Ill. ENV LEXIS 272, at *18. In *Wachta*, the court found that the positive act of the Sanitary Water Board of issuing sewer permits to petitioners, which included the right to continue construction, was known to the Sanitary Water Board. *Wachta.*, 8 Ill. App. 3d at 440,

289 N.E.2d at 488. After eight months of silence on the issue, the Illinois Pollution Control Board, predecessor to the Water Board, and the Illinois EPA declined to allow any further sewer connections, even though the construction project was proceeding. *Id*. The failure of the Illinois EPA and the Illinois Pollution Control Board to promptly notify the petitioner to correct or clarify its position demonstrated its knowledge of the misrepresentation. *Id*.

59. Similarly, in *Pielet Bros*., the Agency was estopped from attempting to enforce violations of an original permit based on the Agency's representations that it was in the process of allowing a different disposal method under a new permit. The Pielet Brothers initially had a permit for disposing of waste using the trench method. *Id*. at *8. In 1982, the Pielet Brothers applied for a permit to use an area fill method instead. *Id*. Following several years of responding to the Agency's requests for investigations and information to support using the area fill method, the Pielet Brothers understood that its permit was under consideration. *Id*. In 1986, the Agency informed the Pielet Brothers the permit application had been overlooked. *Id*. at 11. The Pielet Brothers argued that the Agency should be estopped from enforcing the trench fill method of the original permit because during various meetings, Illinois EPA representatives knew that they were only allowing the area fill method to be used for a short time, but did not inform the Pielet Brothers. *Id*. at 18. Even though the permit for the area fill method was never approved, the Board agreed with the Pielet Brothers and found that Illinois EPA made representations on which Pielet Brothers reasonably relied. *Id*. *18-19.

60. Here, Illinois EPA was fully aware of its longstanding practice of reducing WMIL's financial assurance obligations and knew that WMIL relied on these reductions as final adjustments to its post-closure care obligations. In the July 30th Final Decision, Illinois EPA explicitly acknowledged its past practice, stating, "WMIL routinely requested, and Illinois EPA

granted, annual reductions to the financial assurance liability based on the number of years of post-closure care that had been completed by the facility." July 30th Final Decision, Ex. B, p. 4.2.

61. Illinois EPA now asserts that its own past practice was incorrect. In the July 30th Final Decision, Illinois EPA states that it had apparently neglected, in the past, to fully consider site conditions. *Id.*[6] Illinois EPA did not communicate that it might change its position, demonstrating its awareness that its prior conduct would mislead WMIL.

c) WMIL had no way of knowing that Illinois EPA's past representations were false when WMIL acted on them.

62. WMIL had no reason to suspect that the Illinois EPA's approvals of WMIL's requests to gradually reduce its financial assurance obligations over three decades would suddenly reverse into an indefinite rolling obligation to maintain a minimum of 30 years in post-closure costs.

63. For equitable estoppel to apply, the party asserting estoppel must not have known the representations to be false at the time they were made or at the time they were acted upon. *See Pielet Bros*., 1989 Ill. ENV LEXIS 272, at *19; *Wachta*, 8 Ill. App. 3d at 439–440. In *Wachta*, petitioners reasonably relied on permits issued by the Sanitary Water Board without knowledge that the Board would later retract its approval. The permits explicitly authorized the actions taken, leaving no indication of future revocation. *Id*. at 439–440.

64. In *Pielet Brothers,* the Pielet Brothers could not have reasonably known that the Illinois EPA would later require the trench method after allowing the area fill method during meetings. *See Pielet Bros*., 1989 Ill. ENV LEXIS 272, at *19. The Agency's failure to communicate a change in its position ensured Pielet's reliance was reasonable. *Id*.

[6] As noted above, the Agency's position that it failed to consider site conditions in the past is questionable given that it is the Agency's mandate to protect human health and the environment (*See, e.g*., 35 Ill. Admin. Code 703.241), and conditions at Areas 1 and 2 have not changed substantially over the last 20 years.

65. In this case, WMIL had no reason to suspect that Illinois EPA's past approvals, over three decades, of WMIL's requests for reductions in financial assurance obligations would suddenly reverse into an indefinite rolling obligation. While Illinois EPA now suggests that it needed to consider long-term effects (July 30th Final Decision, Ex. B, p. 4), WMIL had no way of knowing that Illinois EPA had apparently failed to do so in the past, despite its legal mandate. Illinois EPA provided no notice or indication of such a shift, ensuring WMIL's reliance was reasonable and without knowledge of falsity. Like *Wachta and Pielet Brothers*, WMIL lacked knowledge that the Agency's actions could later be reinterpreted.

d) Illinois EPA expected that its past conduct and representations would be acted upon by WMIL.

66. Illinois EPA's repeated reductions in financial assurance obligations over the past 30 years reasonably conveyed to WMIL that it could rely on these reductions to structure its financial and operational resources.

67. Another factor of equitable estoppel is that the party estopped must have intended or reasonably expected that its representations or conduct would be acted upon by the party asserting estoppel. *See Pielet Bros*., 1989 Ill. ENV LEXIS 272, at *19. In *Pielet Brothers,* Illinois EPA's representations that they approved of using an area fill disposal method, as discussed during 1982 and 1983 meetings, were reasonably intended to encourage Pielet Brothers to proceed with those operations. *Id.* at *19. The Board found this expectation inherent in the conduct of the Agency. *Id*.

68. Here, by consistently approving WMIL's requests to reduce its financial assurance mechanisms as a year of costs were expended, Illinois EPA demonstrated its intent and expectation that WMIL would rely on that practice.

e) WMIL reasonably relied and acted on Illinois EPA's representations and conduct.

69. WMIL relied on Illinois EPA's annual reductions in its financial assurance obligations, structuring its financial planning on this long-standing pattern of diminishing obligations.

70. In determining if equitable estoppel applies, Illinois courts will consider whether the party asserting estoppel relied upon or acted on the representations. *See Wachta*, 8 Ill. App. 3d at 439–440; *Pielet Bros*., 1989 Ill. ENV LEXIS 272, at *19. In *Pielet Brothers*, the Pielet Brothers undertook a new method of disposal, revised its closure plans, and adjusted operations based on Illinois EPA's representations, demonstrating reasonable reliance on the Agency's conduct. *See Pielet Bros*., 1989 Ill. ENV LEXIS 272, at *19; *see also Bederman v. Pollution Control Bd*., 22 Ill. App. 3d 31, 316 N.E.2d 785 (1974) (the Board was estopped from enforcing a cease-and-desist order due to the reasonable reliance created by prior state-issued permits).

71. In this case there is no question that WMIL has relied, for many years, on Illinois EPA's representations. For nearly three decades, Illinois EPA routinely reduced WMIL's financial assurance obligations pursuant to 35 Ill. Adm. Code 724.245(7). This conduct reasonably led WMIL to believe that its obligations would continue to diminish in line with the Agency's original approach to risk assessment and financial assurance needs. WMIL structured its site expenditures, in part, on this long-standing pattern of diminishing obligations. Illinois EPA should be equitably estopped from unexpectedly requiring WMIL to post a renewed rolling 30-year financial assurance obligation, without opportunity for reduction, at this late stage.

f) WMIL will suffer substantial prejudice if Illinois EPA is permitted to reverse its representations.

72. WMIL will suffer significant financial harm if it is required to keep a rolling 30-year assurance obligation, without the ability to reduce the total cost amount as years of post-closure

care continue. WMIL relied on decades of annual reductions, during which WMIL structured its resources around consistent reductions in its financial assurance obligations.

73. In analyzing equitable estoppel, courts will also consider whether the party asserting estoppel will be prejudiced if the other party is permitted to deny the truth of the representations. See *Wachta*, 8 Ill. App. 3d at 440–441; *Pielet Bros*., 1989 Ill. ENV LEXIS 272, at *19. In *Pielet Brothers*, the Pielet Brothers faced penalties for conducting area fill operations that the Illinois EPA had previously authorized. The Board concluded that such penalties would unfairly prejudice Pielet Brothers. *Pielet Bros*., 1989 Ill. ENV LEXIS 272, at *19. In *Wachta*, the court held that revoking permits after petitioners relied on them would cause significant financial harm, creating substantial prejudice. *Wachta*, 8 Ill. App. 3d at 440–441.

74. In this case, the prejudice to WMIL is evident. Instead of maintaining annual financial assurance in the amount of $548,539.50 (i.e., a two-year total of $1,097,079, *supra* at ¶ 16), Illinois EPA demands that WMIL maintain $16,456,185 in financial assurance, for the next 30 years. Illinois EPA neglects to point out that annual cost estimates must be increased each year for inflation. As a result, Illinois EPA's demand for $16,456,185 today will continue to increase each year, even as costs for site maintenance may ultimately decrease. WMIL relies on the fact that financial assurance costs can be reduced over time, as has been Illinois EPA's practice, for its expenditure planning.

g) This case presents unusual circumstances that warrant applying equitable estoppel to a public body.

75. While equitable estoppel against a public entity is generally disfavored, the doctrine may apply where, under all the facts and circumstances, the public entity's actions make it inequitable or unjust to permit it to negate what it has done or permitted. See *Wachta, 8 Ill. App. 3d at 438-439*. In *Wachta*, the court acknowledged that equitable estoppel against a public entity

is justified where substantial reliance has occurred. *Id*. at 440-441. In that case, the Sanitary Water Board issued sewer permits and remained silent while petitioners acted on these permits, incurring significant financial obligations. *Id*. When the Board later attempted to revoke the permits, the court found that estoppel was appropriate because the Board's inconsistent actions and failure to notify the petitioners created an inequitable situation. *Id*.

76. Here, Illinois EPA provided no notice to WMIL that it was reversing its long-standing practice and planned to demand that WMIL maintain financial assurance in an amount equal to 30 years of costs, indefinitely. This lack of transparency creates a strong estoppel claim because WMIL reasonably relied on the Illinois EPA's consistent pattern, which indicated a tapering of obligations, not an indefinite extension. Had WMIL received notice, it could have structured its resources to plan for additional post-closure assurance instead of relying on the Agency's consistent pattern of reductions.

77. Applying equitable estoppel in this context also aligns with public policy, which encourages transparency and predictability in agency dealings with regulated entities. By holding the Illinois EPA to its established pattern, the Board would affirm the principle that agencies may not impose arbitrary changes that disrupt reasonable, longstanding reliance. Such protection fosters a regulatory environment where businesses can operate with a degree of certainty and fairness, reducing the risk of financial disruption caused by abrupt and unexpected agency shifts.

78. WMIL's reliance on Illinois EPA's consistent reduction of the total amount of financial assurance over the past 30 years was reasonable and induced by the Agency's repeated conduct. The Agency's sudden reversal imposes significant, unjustifiable financial burdens on WMIL. The principles of equitable estoppel should prevent the Illinois EPA from reversing course, especially when site conditions have remained the same.

II. AN AUTOMATIC STAY IS PROVIDED BY THE ILLINOIS ADMINISTRATIVE PROCEDURE ACT

79. Pursuant to the Illinois Administrative Procedure Act ("IAPA"), an agency decision is stayed in its entirety during the appeal when an Agency decision on a permit references activity of a continuing nature. 5 ILCS 100/10-65(b); *See RCH Newco II, LLC v. IEPA,* Order of the Board, August 22, 2024, PCB 24-66, 2024 ILL. ENV LEXIS 137, *4, (Board granted the stay of a RCRA permit appeal concluding "5 ILCS 100/10-65(b) of the IAPA provides for an automatic stay during permit appeals on IEPA decisions."); *Ill. Power Generating Co. (Coffeen Power Station) v. IEPA,* PCB 17-15 (Nov. 17, 2016).

80. Here, WMIL has been operating under its post-closure care permit for more than 30 years, submitting applications for permit modifications as needed to continue post-closure care. Accordingly, WMIL requests that the Board find that the automatic stay applies to the Final Determinations. The ongoing nature of WMIL's post-closure care, coupled with its continued compliance, justifies such a stay, preventing the new financial assurance requirements from taking effect until the appeal concludes.

III. MOTION TO CONSOLIDATE

81. The July 29th Permit Modification and the July 30th Final Decision relate to the same parties, same issues, and the same permit.[7] It is in the interest of convenient, expeditious, and

[7] Illinois EPA filed a Request for Ninety Day Extension of Appeal Period ("Appeal Extension") for both the July 29th Permit Modification (PCB 25-9) and the July 30th Final Decision (PCB 25-10) on August 28, 2024. Mistakenly, the Appeal Extension filed for both cases stated that the appeal concerns the "July 29, 2024…final decision [July 29th Permit Modification]." Appeal Extensions PCB-25-9 and PCB 25-10, p. 1, para. 1. Consequently, the Board Order granting the extension in both cases granted an extension to appeal a "July 29, 2024 determination of the Illinois Environmental Protection Agency." See Order of the Board, September 5, 2024, PCB25-9 and PCB 25-10 (attached as Exhibits W and X). In fact, PCB 25-9 should be the appeal of the July 29th Permit Modification and PCB 25-10 should be the appeal of the July 30th Final Decision. See Appeal Extensions PCB 25-9 and PCB 25-10 (The Appeal Extension for PCB 25-10 contains the July 30th Final Decision as an attachment and PCB 25-9 does not).

complete determination of claims for the two pending Board proceedings (PCB 25-29 and PCB 25-10) be consolidated.

82. Section 101.406 of the Board's regulations provides as follows regarding the consolidation of proceedings:

> The Board will consolidate the proceedings if consolidation is in the interest of convenient, expeditious, and complete determination of claims, and if consolidation would not cause material prejudice to any party. The Board will not consolidate proceedings in which the burdens of proof vary.

35 Ill. Adm. Code 101.406.

83. The Board clarified the standard for consolidation in *Clinton Landfill, Inc. v. Illinois Environmental Protection Agency*. In that case, the Board consolidated two cases because the appeals in both cases challenged permit determinations by the Agency for related permits, the parties were the same, and the cases concerned the same provisions of the permit at issue. Order of the Board, November 20, 2014, PCB 15-60, and PCB 15-76.

84. Here, the Agency's stated purpose of the July 30th Final Decision is to inform WMIL of "Illinois EPA's post-closure care evaluation and determination" for the permit with conditions issued in the July 29th Permit Modification. *See* July 30th Final Decision, Ex. B, p. 1. The basis for consolidation is even more compelling than in *Clinton* because in this case the parties, permit,[8] and determination of claims is the same. If the cases are consolidated it would merely combine identical proceedings without causing material prejudice.

WHEREFORE, Waste Management of Illinois, Inc. requests that the Board:

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[8] Illinois EPA continues to issue subsequent permit modifications for other unrelated permit issues and restates the disputed post-closure care provisions that are the subject of this appeal in the new permit modifications. Because the disputed post-closure care terms are on appeal and subject to a stay, WMIL objects to the ongoing restating of these disputed terms and, if required by the Board, requests that the relevant terms of each subsequent permit modification issued after the Final Determinations be incorporated into this appeal.

1. Enter an order staying the terms of the Final Determinations;
2. Enter an order consolidating PCB 25-9 and 25-10;
3. Accept this Petition and conduct a hearing on the issues raised in this Appeal;
4. Reverse and remand the Final Determinations to the Illinois EPA to delete or modify in accordance with WMIL's objections and the Board's order; and
5. Such other relief as may be justified.

Respectfully submitted,

Waste Management of Illinois, Inc.

By: /s/ Jennifer T. Nijman
One of its Attorneys

Dated: December 4, 2024

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List of Exhibits

Exhibit A: July 29th Permit Modification
Exhibit B: July 30th Final Decision
Exhibit C: 2023 Permit
Exhibit D: Correspondence to Kenneth Smith
Exhibit E: May 13, 2015 Permit Modification
Exhibit F: August 11 2015 Cert of Insurance
Exhibit G: May 2016 Permit Modification
Exhibit H: May 2017 Permit Modification
Exhibit I: January 2018 Permit Modification
Exhibit J: May 2018 Permit Modification
Exhibit K: May 2019 Permit Modification
Exhibit L: May 2020 Permit Modification
Exhibit M: May 2021 Permit Modification
Exhibit N: May 2022 Permit Modification
Exhibit O: May 2023 Permit Modification
Exhibit P: Correspondence
Exhibit Q: Various Correspondence NODs
Exhibit R: September 25, 2024 Permit Modification
Exhibit S: Post-Closure Plan Areas 1 and 2
Exhibit T: Oct 4 2024 Financial Assurance Submittal
Exhibit U: October 10, 2023 Permit Modification
Exhibit V: May 8, 2024 Correspondence to Jacki Cooperider
Exhibit W: IEPA 90 Day Extension PCB 25-9
Exhibit X: IEPA 90 Day Extension PCB 25-10