

ILLINOIS POLLUTION CONTROL BOARD
December 18, 1986

ILLINOIS ENVIRONMENTAL)
PROTECTION AGENCY,)
)
Complainant,)
)
v.) PCB 85-173
)
MAJESTIC WOOD CARVING)
COMPANY,)
)
Respondent.)

MR. JAMES ARCHIER, ASSISTANT ATTORNEY GENERAL, APPEARED ON BEHALF OF THE COMPLAINANT.

MR. RICHARD MONTALBANC, VICE PRESIDENT OF THE MAJESTIC WOOD CARVING COMPANY, APPEARED ON BEHALF OF THE RESPONDENT.

OPINION AND ORDER OF THE BOARD (by J. D. Dumelle):

This matter comes before the Board on a one-count Complaint filed on November 26, 1985 by the Illinois Environmental Protection Agency (Agency), as amended on March 10, 1986. The Complaint alleged that the Respondent caused or allowed the use or operation of various emission sources and air pollution control equipment at its Chicago furniture manufacturing facility without the necessary Agency Operating Permits in violation of 35 Ill. Adm. Code 201.144 (Operating Permits for Existing Sources) and Section 9(b) of the Illinois Environmental Protection Act (Act).

A hearing was held on July 18, 1986 and the parties filed a Stipulation and Proposal for Settlement on September 30, 1986.

The Respondent, the Majestic Wood Carving Company (Majestic), is an Illinois corporation which operates a specialized wood furniture manufacturing facility at 1740 North Maplewood Avenue in Chicago, Cook County, Illinois. (Stip. 2). It is stipulated that, on the ground level of Majestic's facility, its Kewanee boiler was, since at least June 26, 1984, operated without the requisite air pollution control equipment. (Stip. 3). The Respondent's other emission sources include: (1) miscellaneous wood working equipment (such as shapers, rip saws, routers, sanders, boring machines, and planers) located on the ground level and controlled by one large cyclone; (2) various woodworking machines located on the first floor of the Majestic's facility (such as carvers, sanders, and sanding drums) controlled

by two small cyclones; and (3) wash and paint booths located on the second floor of the Respondent's facility (including one wash booth for cleaning furniture with a solvent prior to painting; one paint booth for touch-up and glazing/gold coloring with baffle filters, and two paint booths for lacquer and paint with dry filters) without any air pollution control equipment. (Stip. 3).

The parties have stipulated that, although Agency Operating Permits were required for both the Kewanee boiler and the other previously delineated emission sources (which have all been in use and operation since at least June 26, 1984), it was not until April 23, 1986 that the Respondent applied to the Agency for the requisite operating permits for these existing emission sources. (Stip. 2). On July 15, 1986, the Agency issued the appropriate permits authorizing the operation of Majestic's boiler and wood working machines and equipment.

The proposed settlement agreement provides that the Respondent admits that violations of 35 Ill. Adm. Code 201.144 and Section 9(b) of the Act occurred and agrees to: (1) maintain records concerning the purchase and use of paint for its three paint booths, and (2) pay a total stipulated penalty of \$6,000.00 in specified installments into the Illinois Environmental Protection Trust Fund. (Stip. 3-6). Both the Agency and Majestic agree that compliance with the Act is technically feasible, practical, and economically reasonable. (Stip. 3).

In evaluating this enforcement action and proposed settlement agreement, the Board has taken into consideration all the facts and circumstances in light of the specific criteria delineated in Section 33(c) of the Act and finds the settlement agreement acceptable under 35 Ill. Adm. Code 103.180. Accordingly, the Board hereby finds that the Respondent, the Majestic Wood Carving Company, has violated 35 Ill. Adm. Code 201.144 and Section 9(b) of the Act. The Respondent will be ordered to maintain records pertaining to the purchase and use of paint for its three paint booths, and to pay the stipulated penalty of \$6,000.00 in the agreed-upon specified installments into the Illinois Environmental Protection Fund. The Board shall retain jurisdiction of this case throughout the period of implementation of the settlement agreement, as per item #15 on page 5 of the Stipulation and Proposal for Settlement.

This Opinion constitutes the Board's findings of fact and conclusions of law in this matter.

ORDER

It is the Order of the Illinois Pollution Control Board that:

1. The Respondent, the Majestic Wood Carving Company, has violated 35 Ill. Adm. Code 201.144 and Section 9(b) of the Illinois Environmental Protection Act.
2. The Respondent shall maintain records concerning the purchase and use of paint for its three paint booths.
3. Immediately following the date of this Order, the Respondent shall, by certified check or money order payable to the State of Illinois and designated for deposit into the Environmental Protection Trust Fund, pay the first installment of \$1,200.00 on the total stipulated penalty of \$6,000.00 which is to be sent to:

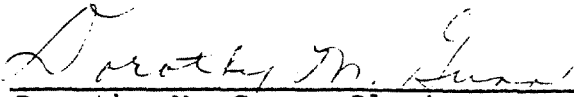
Illinois Environmental Protection Agency
Fiscal Services Division
2200 Churchill Road
Springfield, Illinois 62706

The remaining \$4,800.00 shall be payable in eight equal monthly installments of \$600.00 each which shall respectively become due and payable every 30 days subsequent to the initial payment (of \$1,200.00) until the entire total stipulated penalty of \$6,000.00 is paid in full.

4. The Respondent shall comply with all the terms and conditions of the Stipulation and Proposal for Settlement filed on September 30, 1986, which is attached.
5. Jurisdiction is retained as per item #15 on page 5 of the Stipulation and Proposal for Settlement.

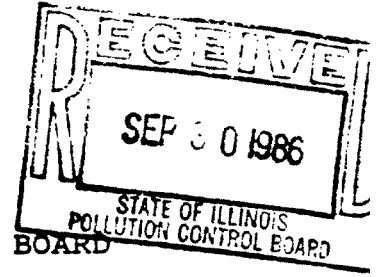
IT IS SO ORDERED.

I, Dorothy M. Gunn, Clerk of the Illinois Pollution Control Board, hereby certify that the above Opinion and Order was adopted on the 18th day of December, 1986 by a vote of 6-0.



Dorothy M. Gunn, Clerk
Illinois Pollution Control Board

Original Do Not Remove



STATE OF ILLINOIS)
)
COUNTY OF COOK)

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

ILLINOIS ENVIRONMENTAL PROTECTION)
AGENCY,)
)
Complainant,)
)
v.)
)
MAJESTIC WOOD CARVING CO.,)
)
Respondent.)

PCB 85-173

NOTICE OF FILING

TO: Thomas Montalbano
Majestic Wood Carving Co.
President and Registered Agent
1740 North Maplewood
Chicago, Illinois 60647

John E. Cloney
Hearing Officer
212 North Elmore
Park Ridge, Illinois 60068

PLEASE TAKE NOTICE that I have filed with the Clerk of the
Pollution Control Board, Stipulation and Proposed Settlement, a
copy of which is attached hereto and hereby served upon you.

ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY

NEIL F. HARTIGAN
Attorney General
State of Illinois

BY: Gerald T. Karr
GERALD T. KARR
Assistant Attorney General
Environmental Control Division
100 West Randolph Street
13th Floor
Chicago, Illinois 60601
(312) 917-2816

DATED: September 30, 1986

STATE OF ILLINOIS)
)
COUNTY OF COOK)

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY,)
)
) Complainant,)
)
) - vs -) PCB 85-173
)
MAJESTIC WOOD CARVING CO.,)
)
) Respondents.)

STIPULATION AND PROPOSED SETTLEMENT

The Complainant, Illinois Environmental Protection Agency, by Neil F. Hartigan, Attorney General of the State of Illinois, and Respondent, Majestic Wood Carving Co., by its attorney, submit the following Stipulation Of Facts And Proposed Settlement to the Pollution Control Board, pursuant to Procedural Rule 103.180.

I. Background

1. The Environmental Protection Agency is an Agency of the State of Illinois, created pursuant to Section 4 of the Illinois Environmental Protection Act (hereinafter referred to as the "Act") (Ill.Rev.Stat., 1983 ch. 111 1/2,, par. 1001 et seq.) charged with the duties of enforcing the Act.

2. Respondent, Majestic Wood Carving Co., (hereinafter referred to as "Respondent") an Illinois Corporation, has at all

pertinent times operated a specialized wood furniture manufacturing facility located at 1740 North Maplewood Avenue, Chicago, Illinois.

3. Since at least June 26, 1984, at its facility, the Respondent caused or allowed the use or operation of the following emission sources and air pollution control equipment:

A Kewanee boiler located on the ground level of its facility without control equipment; various woodworking machines, including sanders, carvers and sanding drums, controlled by two small cyclones, located on the first floor of its facility; and one paint booth for touch up and glazing/gold coloring with baffle filters, one wash booth for cleaning furniture with a solvent prior to painting, and two paint booths for lacquer and paint with dry filters, all booths located on the second floor without control equipment; woodworking operations, including shapers, rip saws, routers, sanders, boring machines, and planers, controlled by one large cyclone, located on the ground level.

4. ~~To date, the Respondent has not been in possession, nor has the Agency issued, an operating permit for any of the emission sources described in paragraph 3.~~

Respondent applied for the permits for the emission sources described in paragraphs 3 above on April 23, 1986. The Agency issued the permits for these emission sources on July 15, 1986.

5. The Respondent was required to possess an operating permit from the Agency when causing or allowing the operation of an existing emission source.

CONTENTIONS OF THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

6. The Complainant, the Illinois Environmental Protection Agency, contends with agreement by the Respondent, that based on the stipulated statement of facts, the above discussed facts constitute violations of Section 9(b) of the Act.

7. The Complainant, the Illinois Environmental Protection Agency, contends with agreement by the Respondent, that based on the stipulated statement of facts, the above described facts constitute violations of 35 Ill. Adm. Code 201.144, Operating Permits for Existing Sources.

8. The Agency and Respondent agree that compliance with the Act is technically and practical and economically feasible.

PROPOSED TERMS OF SETTLEMENT

The Complainant and the Respondent have agreed that it is in the best interest of the public and the parties to resolve this proceeding without further litigation and therefore, have agreed to the following settlement.

9. ~~The Respondent, Majestic Wood Carving Company, has agreed to apply for and obtain a permit for the Kewanee boiler, the woodworking operations, and woodworking machines with the three cyclones.~~

10. The Respondent, Majestic Wood Carving Company, shall maintain records concerning the purchase and use of paint for its three paint booths.

11. The Respondent shall pay a civil penalty based on the nature of the violation and the number of days said violation occurred of six thousand dollars (\$6,000). The first installment of twelve hundred dollars (\$1,200) shall be due and payable immediately following the entry of a Board Order accepting this stipulation, by a money order or check made payable to the Treasury of the State of Illinois and designated for deposit into the Environmental Protection Act Trust Fund for the specific purpose of environmental protection and related enforcement programs as authorized pursuant to Ill.Rev.Stat., 1983, ch. 111 1/2, par. 1042. The remaining eight installments of six hundred dollars (\$600) shall be due and payable every 30 days thereafter. Such payment shall be submitted to the Fiscal Service Section of the Illinois Environmental Protection Agency, 2200 Churchill Road, Springfield, Illinois 62706.

12. This settlement agreement is entered in full settlement and satisfaction of the Complaint filed herein, subject with respect to timely payment by such in accordance with the terms hereof.

13. This Agreement, when accepted by the Pollution Control Board (hereinafter "Board") shall be binding on all signatories, their successors and assigns.

14. This proposal is submitted to the Board for approval under 35 Ill. Adm. Code Section 103.180 as one integral package, and the parties respectfully request the Board to enter its final order approving the entire settlement. All admissions and statements made herein are null and void and of no force and meaning, and are not admissible before any judicial or administrative body if the foregoing settlement agreed to by the parties is not approved by the Board. ~~If the Board should reject any portion thereof, the entire Settlement and Stipulation shall be terminated and be without legal effect, and the parties shall be restored to their prior position in this litigation as if no Settlement and Stipulation had been executed, without prejudice to any parties' position as to any issue or defense.~~

15. The Board shall retain jurisdiction of this case throughout the period of implementation of this settlement agreement for the purpose of enabling any party to apply to the Board for any further order which may be necessary to construe, carry out, or enforce compliance with the terms of this Settlement Agreement.

Wherefore, Complainant and Respondent jointly pray that the Board adopt and accept the foregoing settlement and stipulation as written and order Complainant and Respondent to undertake the actions specified herein.

DATE: 8/21/86

By: Joseph E. Svoboda
JOSEPH E. SVOBODA
Manager, Enforcement

PEOPLE OF THE STATE OF ILLINOIS

DATE: 9/5/86

By: H. Alfred Ryan
H. ALFRED RYAN, Chief
Environmental Control Division

MAJESTIC WOOD CARVING COMPANY

DATE: 9/9/86

By: Richard Montalbano

jastlb

TITLE: Vice President

CERTIFICATE OF SERVICE

I, GERALD T. KARR, an attorney hereby certify that I caused a true and accurate copy of the attached Stipulation and Proposed Settlement to be served upon,

Thomas Montalbano
Majestic Wood Carving Co.
President and Registered Agent
1740 North Maplewood
Chicago, Illinois 60647

John E. Cloney
Hearing Officer
212 North Elmore
Park Ridge, Illinois 60068

by causing said copies to be mailed first class mail postage pre-paid, to the addresses indicated above, from 100 West Randolph Street, Chicago, Illinois 60601 on September 30, 1986.

Gerald T. Karr