

ILLINOIS POLLUTION CONTROL BOARD
July 9, 1981

ILLINOIS ENVIRONMENTAL)
PROTECTION AGENCY,)
)
Complainant,)
)
v.) PCB 81-7
)
WATTS TRUCKING SERVICE, INC.,)
J. I. CASE COMPANY, and)
INTERNATIONAL HARVESTER COMPANY,)
)
Respondents.)

MR. KENNETH G. ANSPACH, ASSISTANT ATTORNEY GENERAL, APPEARED ON BEHALF OF THE COMPLAINANT.

MR. MARVIN L. SCHRAGER, ATTORNEY AT LAW, APPEARED ON BEHALF OF RESPONDENT WATTS TRUCKING SERVICE, INC.

MR. PHILLIP OLLMAN, ATTORNEY AT LAW, APPEARED ON BEHALF OF RESPONDENT INTERNATIONAL HARVESTER COMPANY.

MR. ROBERT J. LANGER, ATTORNEY AT LAW, APPEARED ON BEHALF OF J. I. CASE COMPANY.

OPINION AND ORDER OF THE BOARD (by N.E. Werner):

This matter comes before the Board on the January 21, 1981 Complaint brought by the Illinois Environmental Protection Agency ("Agency").

Count I of the Complaint alleged that, on June 30, 1980, Watts Trucking Service, Inc. ("Watts") accepted for disposal, and disposed of, 29 barrels of paint waste from both the J. I. Case Company ("Case") and International Harvester Company ("International Harvester") at its sanitary landfill without a supplemental permit from the Agency and without the requisite manifests in violation of Rule 310(b) of Chapter 7: Solid Waste Regulations ("Chapter 7") and Rule 302(A) of Chapter 9: Special Waste Hauling Regulations ("Chapter 9").

Count II alleged that, on June 30, 1980, both Case and International Harvester delivered 29 barrels of paint waste for disposal at Watts' sanitary landfill without concurrently delivering a properly completed manifest in violation of Rule 301 of Chapter 9.

A hearing was held on June 3, 1981 at which no members of the public were present. A preliminary, unsigned draft of the Settlement Stipulation (which was substantially identical to the final, signed draft subsequently submitted to the Board) was presented at the hearing. The parties filed their signed Settlement Stipulation on June 18, 1981.

Watts Trucking Service, Inc. owns and operates a sanitary landfill known as the Andalusia/Watts Landfill (the "landfill") which is located about 2 miles east of the town of Andalusia and 1/2 miles south of Illinois Route 92 in Rock Island County, Illinois.

J. I. Case Company, a Delaware corporation licensed to do business in Illinois, owns and operates a business in Bettendorf, Iowa which produces industrial process waste (i.e., such as paint waste).

International Harvester Company, a Delaware corporation licensed to do business in Illinois, owns and operates a business in East Moline, Illinois which also produces industrial process waste.

The parties have stipulated that, on June 30, 1980, Watts accepted for disposal, and disposed of, 29 barrels of industrial process waste (i.e., paint waste) from both Case and International Harvester, although Watts possessed no supplemental permit from the Agency which authorized it to accept such special waste. Moreover, no accompanying manifests from Case or International Harvester were presented. (Stip. 3-5). Accordingly, Watts admittedly violated Rule 310(b) of Chapter 7 and Rule 302(A) of Chapter 9. (Stip. 4).

Additionally, both Case and International Harvester have stipulated that they did not, in fact, present the necessary manifests to Watts, thereby admittedly violating Rule 301 of Chapter 9. (Stip. 5).

The proposed settlement agreement provides that: (1) Watts "will cease and desist from accepting for disposal any special waste unless previously authorized by a supplemental permit issued by the Agency" and unless that waste is accompanied by a properly completed manifest; (2) Case "will cease and desist from delivering any special waste for disposal within Illinois without concurrently accompanying" the waste with a properly completed manifest; (3) International Harvester "will cease and desist from delivering for disposal within Illinois any special waste without concurrently accompanying" such waste with a properly completed manifest; (4) each of the Respondents "will inform in writing their respective employees who are charged with administering the provisions of Chapter 7 and Chapter 9 of the respondents' duties under those provisions" and will promptly send copies of these written directives "to counsel for the Agency"; and (5) each Respondent agrees to pay a stipulated penalty of \$1,000.00 . (Stip. 6-7).

It is stipulated that Case has already informed its employees of the Company's duties under the pertinent provisions of Chapter 7 and Chapter 9. (Stip. 7). Watts and International Harvester have agreed to issue their written directives pertaining to corporate duties within 30 days of the date of the Board's Opinion and Order in this case. (Stip. 7).

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 Procedural Rule 331. The Board finds that the prompt submission of the signed Settlement Stipulation after the hearing is in substantial compliance with Procedural Rule 331.

The Board finds that Respondent Watts has violated Rule 310(b) of Chapter 7: Solid Waste Regulations and Rule 302(A) of Chapter 9: Special Waste Hauling Regulations. Additionally, the Board finds that Respondents Case and International Harvester have violated Rule 301 of Chapter 9: Special Waste Hauling Regulations. The Respondents will be ordered to cease and desist from further violations and the stipulated penalty of \$1,000.00 will be assessed against each of the Respondents.

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, Watts Trucking Service, Inc., has violated Rule 310(b) of Chapter 7: Solid Waste Regulations and Rule 302(A) of Chapter 9: Special Waste Hauling Regulations.

2. Respondents J. I. Case Company and International Harvester Company have violated Rule 301 of Chapter 9: Special Waste Hauling Regulations.

3. Watts Trucking Service, Inc. shall cease and desist from accepting for disposal any special wastes unless previously authorized by a supplemental permit issued by the Agency and unless that waste is accompanied by a properly completed manifest.

4. Respondents J. I. Case Company and International Harvester Company shall cease and desist from delivering any special wastes for disposal within Illinois without concurrently accompanying such waste with a properly completed manifest.

5. Within 60 days of the date of this Order, each Respondent shall, by certified check or money order payable to the State of Illinois, pay the stipulated penalty of \$1,000.00 which is to be


sent to:

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

6. The Respondents shall comply with all the terms and conditions of the Settlement Stipulation filed on June 18, 1981, which is incorporated by reference as if fully set forth herein.

Mr. Donald B. Anderson abstains.

I, Christan L. Moffett, Clerk of the Illinois Pollution Control Board, hereby certify that the above Opinion and Order were adopted on the 9th day of July, 1981 by a vote of 7-0.



Christan L. Moffett, Clerk
Illinois Pollution Control Board