

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS, )  
 )  
 )  
 Complainant, )  
 )  
 )  
 v. )  
 )  
 )  
 BELVIDERE NATIONAL BANK AND )  
 TRUST COMPANY TRUST NUMBER )  
 1600, a trust, and CORDRAY BROTHERS, )  
 INC., an Illinois corporation, and as sole )  
 beneficiary of Trust No. 1600, )  
 )  
 Respondents. )

PCB 06-157  
 (Enforcement – Water)


**NOTICE OF FILING**

TO: See attached service list (VIA ELECTRONIC FILING)

PLEASE TAKE NOTICE that today I have electronically filed with the Office of the Clerk of the Pollution Control Board a Motion to Request Relief from Hearing, and a Stipulation and Proposal for Settlement, a copy of which is attached and hereby served upon you.

Respectfully submitted,

PEOPLE OF THE STATE OF ILLINOIS,  
 LISA MADIGAN,  
 Attorney General of the State of Illinois

By:   
 KATHERINE M. HAUSRATH  
 Assistant Attorney General  
 Environmental Bureau  
 69 W. Washington St., 18th Floor  
 Chicago, Illinois 60602  
 (312) 814-0660

**SERVICE LIST**

Donald B. Larson  
Attorney at Law  
215 South State Street  
Belvidere, Illinois 61008

Bradley P. Halloran  
Hearing Officer  
Illinois Pollution Control Board  
James R. Thompson Center, Suite 11-500  
100 W. Randolph Street  
Chicago, Illinois 60601

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1600, a trust, and CORDRAY BROTHERS, )  
INC., an Illinois corporation, and as sole )  
beneficiary of Trust No. 1600, )  
)  
)  
Respondents. )

**MOTION TO REQUEST RELIEF**  
**FROM HEARING REQUIREMENT**

NOW COMES the Complainant, PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of the State of Illinois, and requests relief from the hearing requirement in the above-captioned matter. In support thereof, the Complainant states as follows:

1. On April 20, 2006, the Complaint was accepted for hearing by the Pollution Control Board ("Board") in this matter. On August 20, 2007, a Stipulation and Proposal for Settlement was filed with the Board. If accepted, the Stipulation and Proposal for Settlement will dispose of the case.
2. Section 31(c)(2) of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/31(c)(2) (2006), allows the parties in certain enforcement cases to request relief

from the mandatory hearing requirement where the parties have submitted to the Board a stipulation and proposal for settlement. Section 31(c)(2) provides:

Notwithstanding the provisions of subdivision (1) of this subsection (c), whenever a complaint has been filed on behalf of the Agency or by the People of the State of Illinois, the parties may file with the Board a stipulation and proposal for settlement accompanied by a request for relief from the requirement of a hearing pursuant to subdivision (1). Unless the Board, in its discretion, concludes that a hearing will be held, the Board shall cause notice of the stipulation, proposal and request for relief to be published and sent in the same manner as is required for hearing pursuant to subdivision (1) of this subsection. The notice shall include a statement that any person may file a written demand for hearing within 21 days after receiving the notice. If any person files a timely written demand for hearing, the Board shall deny the request for relief from a hearing and shall hold a hearing in accordance with the provisions of subdivision (1).

3. No hearing is currently scheduled in the instant case.
4. The Complainant requests the relief conferred by Section 31(c)(2) of the

Act.

WHEREFORE, the Complainant, PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of the State of Illinois, requests relief from the requirement of a hearing pursuant to 415 ILCS 5/31(c)(2) (2006).

Respectfully submitted,

PEOPLE OF THE STATE OF ILLINOIS,  
LISA MADIGAN,  
Attorney General of the State of Illinois

By: 

KATHERINE M. HAUSRATH  
Assistant Attorney General  
Environmental Bureau  
69 W. Washington St., 18th Floor  
Chicago, Illinois 60602  
(312) 814-0660

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS, )

Complainant, )

v. )

BELVIDERE NATIONAL BANK AND TRUST )  
COMPANY TRUST NUMBER 1600, a trust, )  
and CORDRAY BROTHERS, INC., an Illinois )  
corporation, and as sole beneficiary of Trust No. )  
1600, )

Respondents. )

PCB 06-157

(Enforcement – Water)

**STIPULATION AND PROPOSAL FOR SETTLEMENT**

Complainant, PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of the State of Illinois, the Illinois Environmental Protection Agency (“Illinois EPA”), and BELVIDERE NATIONAL BANK AND TRUST COMPANY TRUST NUMBER 1600, a trust, and CORDRAY BROTHERS, INC., an Illinois corporation, and as sole beneficiary of Trust No. 1600 (“Respondents”), have agreed to the making of this Stipulation and Proposal for Settlement (“Stipulation”) and submit it to the Illinois Pollution Control Board (“Board”) for approval. The parties agree that the statement of facts contained herein represents a fair summary of the evidence and testimony which would be introduced by the parties if a hearing were held. The parties further stipulate that this statement of facts is made and agreed upon for purposes of settlement only and that neither the fact that a party has entered into this Stipulation, nor any of the facts stipulated herein, shall be introduced into evidence in any other proceeding

regarding the claims asserted in the Complaint except as otherwise provided herein. If the Board approves and enters this Stipulation, Cordray Brothers, Inc. ("Cordray Brothers") and Belvidere National Bank and Trust Number 1600 ("Cordray Trust No. 1600") agree to be bound by the Stipulation and Board Order and not to contest their validity in any subsequent proceeding to implement or enforce their terms.

**I. JURISDICTION**

The Board has jurisdiction of the subject matter herein and of the parties consenting hereto pursuant to the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/1 *et seq.* (2004).

**II. AUTHORIZATION**

The undersigned representatives for each party certify that they are fully authorized by the party whom they represent to enter into the terms and conditions of this Stipulation and to legally bind them to it.

**III. STATEMENT OF FACTS**

**A. Parties**

1. On April 12, 2006, a Complaint was filed on behalf of the People of the State of Illinois by Lisa Madigan, Attorney General of the State of Illinois, on her own motion and upon the request of the Illinois EPA, pursuant to Section 31 of the Act, 415 ILCS 5/31(2004), against Cordray Brothers and Cordray Trust No. 1600.

2. The Illinois EPA is an administrative agency of the State of Illinois, created pursuant to Section 4 of the Act, 415 ILCS 5/4 (2004).

3. At all times relevant to this Stipulation, Respondent Cordray Brothers was and is an Illinois corporation that is authorized to transact business in the State of Illinois.

4. At all times relevant to this Stipulation, Respondent Cordray Trust No. 1600 was and is a trust created pursuant to a Trust Agreement originally dated August 30, 1995. At all times relevant to this Stipulation, Cordray Brothers, Inc. was and is the sole beneficiary of Cordray Trust No. 1600.

**B. Site Description**

1. At all times relevant to this Stipulation, Cordray Trust Number 1600 was and is the record owner of approximately 25 vacant acres of land on Route 20, located in Bonus Township, the Northwest  $\frac{1}{4}$  of Section 33, Township 44 North, Range 4 East, east of the City of Belvidere and east of Coon Creek, on the north side of Route 20 and south of the Kishwaukee River, in Boone County, Illinois ("South Parcel").

2. At all times relevant to this Stipulation, Cordray Brothers owned and operated, and continues to own and operate a sand and gravel quarry encompassing approximately 45 acres located in Bonus Township, the Southwest  $\frac{1}{4}$  of Section 28, Township 44 North, Range 4 East, east of the City of Belvidere, west of Epworth Road, and immediately across the Kishwaukee River from the South Parcel, in Boone County, Illinois ("North Parcel").

3. Storm water from the South Parcel discharges to the Kishwaukee River and/or Coon Creek.

4. On November 3, 2004, the Illinois EPA received a citizen complaint regarding the South Parcel.

5. On November 4, 2004, the Illinois EPA conducted an inspection of both the North Parcel and the South Parcel. At that time, the South Parcel was filled with soil and lacked erosion controls. In addition, an active sand and gravel quarry was in operation on the North Parcel.

6. From at least April 2004, to the date of filing of this Stipulation, Cordray Brothers owned and operated, and continues to own and operate, a quarry encompassing approximately 42 acres three miles north of Leaf River and about one mile south of Egan just east of the intersection of Leaf River Road and Sumner Road. The quarry is located in Leaf River Township in the southeast quarter of the southeast quarter of Section 12 Township 25 North, Range 9 East, fourth Principal Meridian, in Ogle County, Illinois ("Leaf River Quarry").

7. On February 9, 2006, the Illinois EPA conducted an inspection of the Leaf River Quarry. An active limestone aggregate quarry was in operation at the Leaf River Quarry.

**C. Allegations of Non-Compliance**

**1. Violations Alleged in the Complaint.**

Complainant contends that Cordray Brothers and Cordray Trust No. 1600 have violated the following provisions of the Act and Board regulations:

Count I: Causing, threatening or allowing the discharge of silt-laden storm water from the South Parcel into the Kishwaukee River and Coon Creek so as to cause water pollution, in violation of Section 12(a) of the Act, 415 ILCS 5/12(a) (2004).



- Count II: Creating a water pollution hazard by allowing large dirt stockpiles, a contaminant, to accumulate on the South Parcel adjacent to the Kishwaukee River and Coon Creek, in violation of Section 12(d) of the Act, 415 ILCS 5/12(d) (2004).
- Count III: Threatening to allow and/or allowing storm water discharges from the South Parcel without first obtaining an NPDES storm water permit, in violation of Section 12(f) of the Act, 415 ILCS 5/12(f) (2004), and 35 Ill. Adm. Code 309.102(a).
- Count IV: Operating a quarry on the North Parcel without first obtaining an operating permit from the Illinois EPA, in violation of Section 12(a) of the Act, 415 ILCS 5/12(a) (2004), and 35 Ill. Adm. Code 404.101(a)(2).

**2. Additional Alleged Violations**

On July 11, 2006, the Illinois EPA issued to Cordray Brothers and Cordray Trust No. 1600 a Violation Notice pursuant to Section 31(a)(1) of the Act, 415 ILCS 5/31(a)(1). In the Violation Notice, the Illinois EPA advised Cordray Brothers and Cordray Trust No. 1600 that they were in apparent violation of the following environmental statutes and regulations based upon their operation of the Leaf River Quarry:

- A. Section 12(a) of the Act, 415 ILCS 5/12(a) (2004);
- B. Section 12(b) of the Act, 415 ILCS 5/12(b) (2004);
- C. 35 Ill. Adm. Code 404.101(a)(1); and
- D. 35 Ill. Adm. Code 404.101(a)(2).

**D. Admission of Violations**

Cordray Brothers and Cordray Trust No. 1600 admit to the violations alleged in the Complaint filed in this matter and referenced within Section III.C.1 and the Additional Alleged Violations referenced within Section III.C.2.

**E. Compliance Activities to Date**

1. In late November 2004, Cordray Brothers and Cordray Trust No. 1600 applied to Illinois EPA for a storm water permit for the South Parcel. On December 27, 2004, Illinois EPA issued to Cordray Brothers and Cordray Trust No. 1600 a storm water permit covering the South Parcel.

2. On January 30, 2006, Cordray Brothers and Cordray Trust No. 1600 applied to Illinois EPA for a mining permit for the North Parcel. On April 25, 2006, Illinois EPA issued to Cordray Brothers and Cordray Trust No. 1600 a mining permit covering the North Parcel.

3. On April 20, 2006, Cordray Brothers and Cordray Trust No. 1600 applied to Illinois EPA for a mining permit for the Leaf River Quarry. On August 2, 2006, Illinois EPA issued to Cordray Brothers and Cordray Trust No. 1600 a mining permit covering the Leaf River Quarry.

**IV. APPLICABILITY**

This Stipulation shall apply to and be binding upon the Complainant and Cordray Brothers and Cordray Trust No. 1600, and any officer, director, agent, or employee of Cordray Brothers and Cordray Trust No. 1600, as well as any successors or assigns of Cordray Brothers and Cordray Trust No. 1600. Cordray Brothers and Cordray Trust No. 1600 shall not raise as a defense to any enforcement action taken pursuant to this Stipulation the failure of any of their officers, directors, agents, employees or successors or assigns to take such action as shall be required to comply with the provisions of this Stipulation.

1. No change in ownership, corporate status or operator of the North Parcel, South Parcel, or Leaf River Quarry shall in any way alter the responsibilities of Cordray Brothers and Cordray Trust No. 1600 under this Stipulation and Proposal for Settlement. In the event of any conveyance of title, easement or other interest in the North Parcel, South Parcel, or Leaf River Quarry, Cordray Brothers and Cordray Trust No. 1600 shall continue to be bound by and remain liable for performance of all obligations under this Stipulation.

2. In the event that Cordray Brothers and/or Cordray Trust No. 1600 proposes to sell or transfer any real property or operations subject to any Order accepting and adopting the terms of this Stipulation and Proposal for Settlement, Cordray Brothers and Cordray Trust No. 1600 shall notify the Complainant 30 days prior to the conveyance of title, ownership or other interest, including a leasehold interest in the facility or property or a portion thereof. Cordray Brothers and Cordray Trust No. 1600 shall make the prospective purchaser or successor's compliance with any Order accepting and adopting the terms of this Stipulation a condition of any such sale or transfer and shall provide a copy of this Stipulation and any Order accepting and adopting the terms of this Stipulation to any such successor in interest. This provision does not relieve Cordray Brothers and Cordray Trust No. 1600 from compliance with any regulatory requirement regarding notice and transfer of applicable facility permits.

**V. COMPLIANCE WITH OTHER LAWS AND REGULATIONS**

This Stipulation in no way affects the responsibilities of Cordray Brothers and Cordray Trust No. 1600 to comply with any other federal, state or local laws or regulations including, but not limited to, the Act and the Board regulations, 35 Ill. Adm. Code, Subtitles A through H.

**VI. IMPACT ON THE PUBLIC RESULTING FROM ALLEGED NON-COMPLIANCE**

Section 33(c) of the Act, 415 ILCS 5/33(c) (2004), provides as follows:

In making its orders and determinations, the Board shall take into consideration all the facts and circumstances bearing upon the reasonableness of the emissions, discharges, or deposits involved including, but not limited to:

1. the character and degree of injury to, or interference with the protection of the health, general welfare and physical property of the people;
2. the social and economic value of the pollution source;
3. the suitability or unsuitability of the pollution source to the area in which it is located, including the question of priority of location in the area involved;
4. the technical practicability and economic reasonableness of reducing or eliminating the emissions, discharges or deposits resulting from such pollution source; and
5. any subsequent compliance.

In response to these factors, the parties state the following:

1. Human health and the environment were threatened and the Illinois EPA's information gathering responsibilities were hindered by Cordray Brothers' and Cordray Trust No. 1600's violations.
2. The North Parcel, South Parcel, and Leaf River Quarry have a social and economic benefit.
3. Operations on the North Parcel, South Parcel, and Leaf River Quarry were suitable for the area in which they occurred.

4. Obtaining both a mining permit for the North Parcel, a mining permit for the Leaf River Quarry, and an NPDES stormwater permit for the South Parcel, as well as compliance with the terms of the permits was and is both technically practicable and economically reasonable.

5. Cordray Brothers and Cordray Trust No. 1600 have subsequently complied with the Act and the Board Regulations.

#### **VII. CONSIDERATION OF SECTION 42(h) FACTORS**

Section 42(h) of the Act, 415 ILCS 5/42(h) (2004), provides as follows:

In determining the appropriate civil penalty to be imposed under . . . this Section, the Board is authorized to consider any matters of record in mitigation or aggravation of penalty, including but not limited to the following factors:

1. the duration and gravity of the violation;
2. the presence or absence of due diligence on the part of the respondent in attempting to comply with requirements of this Act and regulations thereunder or to secure relief therefrom as provided by this Act;
3. any economic benefits accrued by the respondent because of delay in compliance with requirements, in which case the economic benefits shall be determined by the lowest cost alternative for achieving compliance;
4. the amount of monetary penalty which will serve to deter further violations by the respondent and to otherwise aid in enhancing voluntary compliance with this Act by the respondent and other persons similarly subject to the Act;
5. the number, proximity in time, and gravity of previously adjudicated violations of this Act by the respondent;
6. whether the respondent voluntarily self-disclosed, in accordance with subsection i of this Section, the non-compliance to the Agency; and
7. whether the respondent has agreed to undertake a "supplemental environmental project," which means an environmentally beneficial project that a respondent agrees to undertake in settlement of an

enforcement action brought under this Act, but which the respondent is not otherwise legally required to perform.

In response to these factors, the parties state as follows:

1. a. Cordray Brothers and Cordray Trust No. 1600 failed to obtain a permit prior to beginning mining activities at the North Parcel. Cordray Brothers and Cordray Trust No. 1600 conducted mining operations at the North Parcel without a permit from 1981 through 2006, a period of 25 years.

b. Cordray Brothers and Cordray Trust No. 1600 failed to obtain an NPDES stormwater permit prior to depositing soil from their quarry operations on the South Parcel. Cordray Brothers and Cordray Trust No. 1600 threatened or allowed the discharge of soil from the South Parcel without the required NPDES permit from on or about July 1, 2004 through December 27, 2004, including the period from July 1, 2004 through November 22, 2004 in which they failed to apply for the required NPDES permit.

c. Cordray Brothers and Cordray Trust No. 1600 failed to obtain a permit prior to beginning mining activities at the Leaf River Quarry. Cordray Brothers and Cordray Trust No. 1600 conducted mining operations at the Leaf River Quarry without a permit from April 2004 through August 2006.

2. a. Cordray Brothers and Cordray Trust No. 1600 began mining operations on the North Parcel in 1981 and did not apply for a mining permit until 2006.

b. Cordray Brothers and Cordray Trust No. 1600 began depositing soil onto the South Parcel on or about July 1, 2004 and did not apply for an NPDES permit until November 22, 2004.

c. Cordray Brothers and Cordray Trust No. 1600 began mining operations at the Leaf River Quarry in April 2004 and did not apply for a mining permit until April 2006.

3. Cordray Brothers and Cordray Trust No. 1600 obtained a nominal economic benefit from their failure to apply for the NPDES and mining permits in a timely manner, since they delayed the payment of the \$500.00 NPDES permitting fee by almost five months. However, the penalty obtained negates any economic benefit that accrued as a result of this delay in compliance.

4. Complainant has determined, based upon the specific facts of this matter, that a penalty of Fifteen Thousand Dollars (\$15,000.00) will serve to deter further violations and aid in future voluntary compliance with the Act and Board regulations.

5. To Complainant's knowledge, Cordray Brothers and Cordray Trust No. 1600 have no previously adjudicated violations of the Act.

6. Cordray Brothers and Cordray Trust No. 1600 did not self-disclose their violations.

7. The settlement of this matter does not include a supplemental environmental project.

VIII. TERMS OF SETTLEMENT

A. Penalty Payment

1. Cordray Brothers and Cordray Trust No. 1600 shall pay a civil penalty in the sum of Fifteen Thousand Dollars (\$15,000.00) within thirty (30) days from the date the Board adopts and accepts this Stipulation. Cordray Brothers and Cordray Trust No. 1600 stipulate that payment has been tendered to their attorney of record in this matter in a form acceptable to that attorney. Further, Cordray Brothers and Cordray Trust No. 1600 stipulate that said attorney has been directed to make the penalty payment on behalf of Cordray Brothers and Cordray Trust No. 1600, within thirty (30) days from the date the Board adopts and accepts this Stipulation, in a manner prescribed below. The penalty described in this Stipulation shall be paid by certified check or money order payable to the Illinois EPA, designated to the Illinois Environmental Protection Trust Fund and submitted to:

Illinois Environmental Protection Agency  
Fiscal Services Section  
1021 North Grand Avenue East  
P.O. Box 19276  
Springfield, IL 62794-9276

The name and number of the case and each Respondent's Federal Employee Identification Number ("FEIN") (Cordray Brothers FEIN \_\_\_\_\_; Cordray Trust No. 1600 FEIN \_\_\_\_\_) shall appear on the check. A copy of the certified check or money order and any transmittal letter shall be sent to:



Matthew Marinelli  
Assistant Attorney General  
Environmental Bureau  
69 West Washington Street, Suite 1800  
Chicago, Illinois 60602

James Day  
Assistant Counsel  
Illinois Environmental Protection Agency  
1021 North Grand Avenue East  
P.O. Box 19276  
Springfield, Illinois 62794-9276

2. Pursuant to Section 42(g) of the Act, 415 ILCS 5/42(g) (2004), interest shall accrue on any payment not paid within the time period prescribed above at the maximum rate allowable under Section 1003(a) of the Illinois Income Tax Act, 35 ILCS 5/1003 (2004). Interest on any unpaid payment shall begin to accrue from the date the payment is due and continue to accrue until the date payment is received. When partial payment(s) are made, such partial payment shall be first applied to any interest on unpaid payment then due and owing. All interest on payment owed shall be paid by certified check or money order, payable to the Illinois EPA, designated to the Illinois Environmental Protection Trust Fund and delivered to the address and in the manner described above.

3. For purposes of payment and collection, Respondents may be reached at the following address:

Donald B. Larson  
Attorney at Law  
215 South State Street  
Belvidere, Illinois 61008

4. In the event of default of this Section VIII.A, the Complainant shall be entitled to all available relief including, but not limited to, reasonable costs of collection and reasonable attorney's fees.

**B. Future Use**

Notwithstanding any other language in this Stipulation to the contrary, and in consideration of the mutual promises and conditions contained in this Stipulation, including the Release from Liability contained in Section VIII.D, below, Cordray Brothers and Cordray Trust No. 1600 hereby agree that this Stipulation may be used against Cordray Brothers and Cordray Trust No. 1600 in any subsequent enforcement action or permit proceeding as proof of a past adjudication of violation of the Act and the Board Regulations promulgated thereunder for all violations alleged in the Complaint in this matter, for purposes of Section 39(a) and (i) and/or 42(h) of the Act, 415 ILCS 5/39(a) and(i) and/or 5/42(h)(2004). Further, Cordray Brothers and Cordray Trust No. 1600 agree to waive any rights to contest, in any subsequent enforcement action or permit proceeding, any allegations that these alleged violations were adjudicated.

**C. Cease and Desist**

Cordray Brothers and Cordray Trust No. 1600 shall cease and desist from future violations of the Act and Board Regulations that were the subject matter of the Complaint as outlined in Section III.C.1 of this Stipulation and the additional alleged violations set forth in Section III.C.2 of this Stipulation.

**D. Release from Liability**

In consideration of their payment of the \$15,000.00 penalty and any specified costs and accrued interest, completion of all activities required hereunder, and their commitment to Cease and Desist as contained in Section VIII.C and upon the Pollution Control Board's acceptance and approval of the terms of this Stipulation and Proposal for Settlement, the Complainant releases, waives and discharges Cordray Brothers and Cordray Trust No. 1600 from any further liability or penalties for violations of the Act and Board Regulations that were the subject matter of the Complaint and the Additional Alleged Violations set forth in Section III.C.2. The release set forth above does not extend to any matters other than those expressly specified in Complainant's Complaint filed on April 12, 2006, and those set forth as Additional Alleged Violations in Section III.C.2. The Complainant reserves, and this Stipulation is without prejudice to, all rights of the State of Illinois against Cordray Brothers and Cordray Trust No. 1600 with respect to all other matters, including but not limited to, the following:

- a. criminal liability;
- b. liability for future violation of state, federal, local, and common laws and/or regulations;
- c. liability for natural resources damage arising out of the alleged violations; and
- d. liability or claims based on the Respondents' failure to satisfy the requirements of this Stipulation.

Nothing in this Stipulation is intended as a waiver, discharge, release, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in

law or in equity, which the State of Illinois or the Illinois EPA may have against any person, as defined by Section 3.315 of the Act, 415 ILCS 5/3.315, or entity other than Cordray Brothers and Cordray Trust No. 1600.

**E. Right of Entry**

In addition to any other authority, the Illinois EPA, its employees and representatives, and the Attorney General, her agents and representatives, shall have the right of entry into and upon the North Parcel, South Parcel, and Leaf River Quarry which are the subject of this Stipulation, at all reasonable times for the purposes of carrying out inspections. In conducting such inspections, the Illinois EPA, its employees and representatives, and the Attorney General, her employees and representatives may take photographs, samples, and collect information, as they deem necessary.

**F. Correspondence, Reports and Other Documents**

Any and all correspondence, reports and any other documents required under this Stipulation, except for payment pursuant to Section VIII.A ("Penalty Payment") of this Stipulation shall be submitted as follows:

As to the Complainant

Matthew Marinelli  
Assistant Attorney General  
Environmental Bureau  
69 West Washington Street, Suite 1800  
Chicago, Illinois 60602

James Day  
Assistant Counsel  
Illinois EPA  
1021 North Grand Avenue East  
P.O. Box 19276  
Springfield, Illinois 62794-9276

Gene Forster  
Illinois EPA  
4302 N. Main Street  
Rockford, Illinois 61103

As to the Respondent

Donald B. Larson  
Attorney at Law  
215 South State Street  
Belvidere, Illinois 61008

**G. Modification of Stipulation**

The parties may, by mutual written consent, modify the terms of this Stipulation. A request for any modification shall be made in writing and submitted to the contact persons identified in Section VIII.F. Any such request shall be made by separate document, and shall not be submitted within any other report or submittal required by this Stipulation. Any such agreed modification shall be in writing, signed by authorized representatives of each party, and then accompany a joint motion to the Illinois Pollution Control Board seeking a modification of the prior order approving and accepting the Stipulation to approve and accept the Stipulation as amended.

**H. Enforcement of Board Order**

1. Upon the entry of the Board's Order approving and accepting this Stipulation and Proposal for Settlement, that Order is a binding and enforceable order of the Illinois Pollution Control Board and may be enforced as such through any and all available means.

2. Cordray Brothers and Cordray Trust No. 1600 agree that notice of any subsequent proceeding to enforce the Board Order approving and accepting this Stipulation and Proposal for Settlement may be made by mail and waive any requirement of service of process.

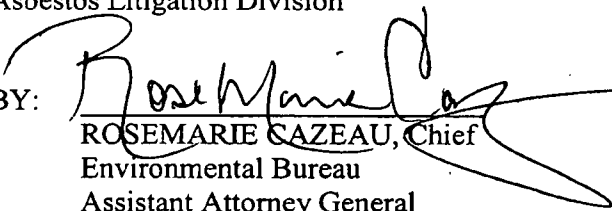
3. The parties agree that, if the Board does not approve and accept this Stipulation and Proposal for Settlement, then neither party is bound by the terms herein.

4. It is the intent of the Complainant, Cordray Brothers, and Cordray Trust No. 1600 that the provisions of this Stipulation and Proposal for Settlement and any Board Order accepting and approving such shall be severable, and should any provision be declared by a court of competent jurisdiction to be inconsistent with state or federal law, and therefore unenforceable, the remaining clauses shall remain in full force and effect.

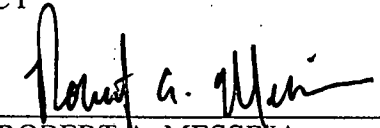
WHEREFORE, Complainant, Cordray Brothers, and Cordray Trust No. 1600 request that the Board adopt and accept the foregoing Stipulation and Proposal for Settlement as written.

PEOPLE OF THE STATE OF ILLINOIS,  
LISA MADIGAN  
Attorney General  
State of Illinois

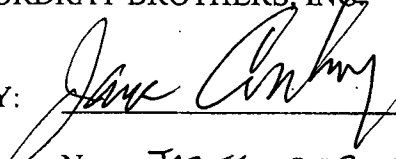
MATTHEW J. DUNN, Chief  
Environmental Enforcement/  
Asbestos Litigation Division

BY:  DATE: 7/2/07  
ROSEMARIE CAZEAU, Chief  
Environmental Bureau  
Assistant Attorney General

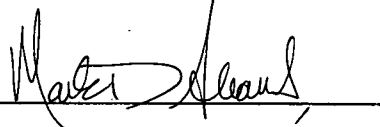
ILLINOIS ENVIRONMENTAL PROTECTION  
AGENCY

BY:  DATE: 6/25/07  
ROBERT A. MESSINA  
Chief Legal Counsel

CORDRAY BROTHERS, INC.

BY:  DATE: 8/13/07  
Name: JAMES CORDRAY  
Title: PRESIDENT

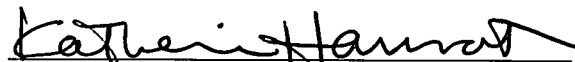
BELVIDERE NATIONAL BANK AND TRUST  
COMPANY TRUST NUMBER 1600

BY:  DATE: 8/13/2007  
Name: \_\_\_\_\_  
**MARK D. STEARNS**  
Title: **VICE PRESIDENT & TRUST OFFICER**

This instrument is executed by The Belvidere National Bank & Trust Co. of Belvidere not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by The Belvidere National Bank & Tr. Co., of Belvidere are undertaken by it solely as trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against The Belvidere National Bank & Tr. Co., of Belvidere, Illinois by reason of any of the covenants, statements, representations or warranties contained in this instrument.

**CERTIFICATE OF SERVICE**

I, KATHERINE M. HAUSRATH, an Assistant Attorney General, do certify that I caused to be mailed this 20 day of August, 2007, the foregoing Motion to Request Relief from Hearing, Stipulation and Proposal for Settlement, and Notice of Filing, upon the persons listed on said notice, by U.S. first-class mail.



KATHERINE M. HAUSRATH  
Assistant Attorney General  
Environmental Bureau  
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Chicago, IL 60602  
312-814-0660