

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS,)	
)	
Complainant,)	
)	
vs.)	PCB No. 07-139
)	(Enforcement)
JR INVESTMENT GROUP, LLC,)	
an Illinois limited liability company,)	
)	
Respondent.)	

NOTICE OF ELECTRONIC FILING

To: See Attached Service List

PLEASE TAKE NOTICE that on April 26, 2011, I electronically filed with the Clerk of the Pollution Control Board of the State of Illinois, c/o John T. Therriault, Assistant Clerk, James R. Thompson Center, 100 W. Randolph St., Ste. 11-500, Chicago, IL 60601, a NOTICE OF ELECTRONIC FILING, COMPLAINANT'S MOTION TO FILE A FIRST AMENDED COMPLAINT TO RENAME RESPONDENT AND APPROVE SETTLEMENT, FIRST AMENDED COMPLAINT, MOTION FOR RELIEF FROM HEARING REQUIREMENT and STIPULATION AND PROPOSAL FOR SETTLEMENT, copies of which are attached hereto and herewith served upon you.

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

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

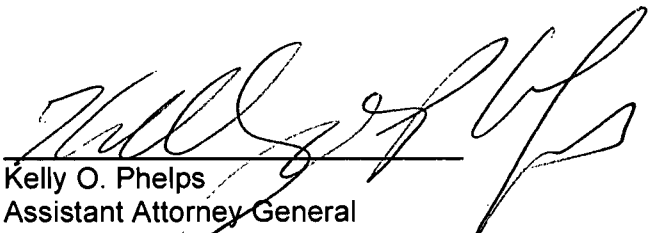
BY: 

KELLY O. PHELPS
Assistant Attorney General
Environmental Bureau

500 South Second Street
Springfield, Illinois 62706
217/782-9031
Dated: April 26, 2011

CERTIFICATE OF SERVICE

I hereby certify that I did on April 26, 2011, cause to be served by First Class Mail, with postage thereon fully prepaid, by depositing in a United States Post Office Box in Springfield, Illinois, a true and correct copy of the following instruments entitled NOTICE OF ELECTRONIC FILING, COMPLAINANT'S MOTION TO FILE A FIRST AMENDED COMPLAINT TO RENAME RESPONDENT AND APPROVE SETTLEMENT, FIRST AMENDED COMPLAINT, MOTION FOR RELIEF FROM HEARING REQUIREMENT and STIPULATION AND PROPOSAL FOR SETTLEMENT upon the persons listed on the Service List.



Kelly O. Phelps
Assistant Attorney General

This filing is submitted on recycled paper.

SERVICE LIST

Thomas M. O'Shaughnessy
Acton & Snyder, LLP
11 East North Street
Danville, IL 61832

1. On June 12, 2007, the Complainant filed a Complaint with the Board which was assigned PCB No. 07-139.
2. The parties have conferred and agreed that the Respondent in this matter should be JR INVESTMENT GROUP, LLC.

3. The Complainant has prepared a First Amended Complaint renaming the Respondent, JALIL "JERRRY" RIZQUALLAH d/b/a TIMBERLINE MOBILE HOME PARK and substituing JR INVESTMENT GROUP, LLC, an Illinois limited liability company (hereto attached).
4. The parties have come to an amicable resolution and have prepared a Stipulation and Proposal for Settlement (hereto attached) and are seeking the Board's approval.

WHEREFORE, the PEOPLE OF THE STATE OF ILLINOIS ex rel. LISA MADIGAN, Attorney General of the State of Illinois, ask that this Honorable board grant this instant Motion, and:

- A. Grant leave to file Complainant's First Ammended Complaint and file the attached instanter;
- B. Accept and approve the parties contemporaneous Stipulation and Proposal for Settlement hereto attached;
- C. Grant any other such relief that this Board deems necessary to administer justice.

Respectfully submitted,

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

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

BY: 

Kelly O. Phelps 6275697

Assistant Attorney General

Act, 415 ILCS 5/3.364 (2006), as follows:

"Public water supply" means all mains, pipes and structures through which water is obtained and distributed to the public, including wells and well structures, intakes and cribs, pumping stations, treatment plants, reservoirs, storage tanks and appurtenances, collectively or severally, actually used or intended for use for the purpose of furnishing water for drinking or general domestic use and which serve at least 15 service connections or which regularly serve at least 25 persons at least 60 days per year. A public water supply is either a "community water supply" or a "non-community water supply".

Rizqallah's public water supply is a "community water supply" or "CWS" as that term is defined under Section 3.145 of the Act, 415 ILCS 5/3.145 (2006).

4. JR INVESTMENT GROUP's water supply is located in the Village of Goodfield, Woodford County, Illinois.

5. Section 18(a) of the Act, 415 ILCS 5/18(a) (2006), provides, in pertinent part:

(a) No person shall:

- (1) Knowingly cause, threaten or allow the distribution of water from any public water supply of such quality or quantity as to be injurious to human health; or
- (2) Violate regulations or standards adopted by the Agency pursuant to Section 15(b) of this Act or by the Board under this Act; or
- (3) Construct, install or operate any public water supply without a permit granted by the Agency, or in violation of any condition imposed by such a permit.

6. Section 601.101 of the Board's Public Water Supplies Regulations, 35 Ill. Adm. Code 601.101, provides that:

Owners and official custodians of a public water supply in the State of Illinois shall provide pursuant to the Environmental Protection Act [415 ILCS 5] (Act), the Pollution Control Board (Board) Rules, and the Safe Drinking Water Act (42 U.S.C. 300f et seq.) continuous operation and maintenance of public water supply facilities so that the water shall be assuredly safe in quality, clean, adequate in quantity, and of satisfactory mineral characteristics for ordinary domestic consumption.

7. "Maximum contaminant level" or "MCL" is defined at Section 611.101 of the Board's Public Water Supplies Regulations, 35 Ill. Adm. Code 611.101, as "the maximum permissible level of a contaminant in water that is delivered to any user of a public water supply."

8. Section 611.121(a) of the Board's Public Water Supplies Regulations, 35 Ill. Adm. Code 611.121(a), provides that:

Maximum Contaminant Levels: No person may cause or allow water that is delivered to any user to exceed the MCL for any contaminant.

9. Section 611.301 of the Board's Public Water Supplies Regulations, 35 Ill. Adm. Code 611.301, provides, in pertinent part:

Revised MCLs for Inorganic Chemical Contaminants

- b. The MCLs in the following table apply to CWSs. Except for fluoride, the MCLs also apply to NTNCWSs. The MCLs for nitrate, nitrite, and total nitrate and nitrite also apply to transient non-CWSs.

Arsenic (effective January 23, 2006): 0.010 mg/l

10. The Illinois EPA determines compliance with the Arsenic MCL through a running annual average for arsenic ("RAA"), reported quarterly and derived from Defendant's arsenic samples taken at Tap 01 of the mobile home park's water supply.

11. In the third quarter of 2006, Respondent's RAA was 0.031 mg/l.

12. In the fourth quarter of 2006, Respondent's RAA was 0.024 mg/l.

13. In the first quarter of 2007, Respondent's RAA was 0.025 mg/l.

14. In the second quarter of 2007, Respondent's RAA was 0.026 mg/l.

15. Respondent has knowingly allowed the distribution of water with levels of arsenic

exceeding the standard in 35 Ill. Adm. Code 611.301(b), thereby violating Section 611.121(a) of the Board's Public Water Supplies Regulations 35 Ill. Adm. Code 611.121(a), thereby violating Section 18 of the Act, 415 ILCS 5/18 (2006).

16. These presently alleged violations constitute repeated violations pursuant to Section 42(f) (2006), and Complainant is authorized to seek attorney's fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Complainant, the PEOPLE OF THE STATE OF ILLINOIS, respectfully requests that the Board enter an Order against the Respondent, JR INVESTMENT GROUP, LLC, an Illinois limited liability company, :

A. Authorizing a hearing in this matter at which time the Respondent will be required to answer the allegations herein;

B. Finding that the Respondent has violated the Act and regulations as alleged herein;

C. Pursuant to Section 42(a) of the Act, 415 ILCS 5/42(a) (2006), impose upon the Respondent a monetary penalty of not more than the statutory maximum;

D. Pursuant to Section 42(f) of the Act, 415 ILCS 5/42(f) (2006), award Complainant its costs in this matter, including reasonable attorney's fees; and

E. Grant such other and further relief as the Board deems appropriate.

Respectfully submitted,

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

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

BY: 

THOMAS DAVIS, Chief
Environmental Bureau
Assistant Attorney General

Of Counsel:

Kelly O. Phelps 6275697
Assistant Attorney General
500 South Second Street
Springfield, Illinois 62706
217/782-9031
Dated: June 6, 2007

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS,)	
)	
Complainant,)	
)	
vs.)	PCB No. 07-139
)	(Enforcement)
JR INVESTMENT GROUP, LLC,)	
an Illinois limited liability company,)	
)	
Respondent.)	

MOTION FOR RELIEF FROM HEARING REQUIREMENT

NOW COMES Complainant, PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of the State of Illinois, and pursuant to Section 31(c)(2) of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/31(c)(2) (2008), moves that the Illinois Pollution Control Board grant the parties in the above-captioned matter relief from the hearing requirement imposed by Section 31(c)(1) of the Act, 415 ILCS 5/31(c)(1) (2008). In support of this motion, Complainant states as follows:

1. On June 12, 2007, a Complaint was filed with the Illinois Pollution Control Board ("Board") in this matter.
2. The parties have reached agreement on all outstanding issues in this matter.
3. This agreement is presented to the Board in a Stipulation and Proposal for Settlement, filed contemporaneously with this motion.
4. All parties agree that a hearing on the Stipulation and Proposal for Settlement is not necessary, and respectfully request relief from such a hearing as allowed by Section 31(c)(2) of the Act, 415 ILCS 5/31(c)(2) (2008).

WHEREFORE, Complainant, PEOPLE OF THE STATE OF ILLINOIS, hereby requests that the Board grant this motion for relief from the hearing requirement set forth in Section 31(c)(1) of the Act, 415 ILCS 5/31(c)(1) (2008).

Respectfully submitted,

PEOPLE OF THE STATE OF ILLINOIS
LISA MADIGAN
ATTORNEY GENERAL

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

BY: 

Kelly O. Phelps
Environmental Bureau
Assistant Attorney General

500 South Second Street
Springfield, Illinois 62706
217/782-9031
Dated: April 25, 2011

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS,)	
)	
Complainant,)	
)	
v.)	PCB No. 07-139
)	(Enforcement)
JR INVESTMENT GROUP, LLC,)	
an Illinois limited liability company,)	
)	
Respondent.)	

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 JR INVESTMENT GROUP, LLC, an Illinois limited liability company, ("Respondent") ("Parties to the Stipulation"), 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. This stipulation of facts is made and agreed upon for purposes of settlement only and as a factual basis for the Board's approval of this Stipulation and issuance of relief. None of the facts stipulated herein shall be introduced into evidence in any other proceeding regarding the violations of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/1 *et seq.* (2008), and the Board's Regulations, alleged in the Complaint, as amended, except as otherwise provided herein. It is the intent of the parties to this Stipulation that it be a final adjudication of this matter.

I. STATEMENT OF FACTS

A. Parties

1. On June 12, 2007, 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 (2008), against JALIL "JERRY" RIZQALLAH, d/b/a JR INVESTMENT GROUP, LLC, an Illinois limited liability company.

2. An Amended Complaint shall be 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 (2008), against the Respondent JR INVESTMENT GROUP, LLC, the proper party respondent.

3. The Illinois EPA is an administrative agency of the State of Illinois, created pursuant to Section 4 of the Act, 415 ILCS 5/4 (2008).

4. At all times relevant to the Amended Complaint, JR Investment Group, LLC, was the owner of the Timberline Mobile Home Park ("Facility") located in the Village of Goodfield, Woodford County, Illinois. Jalil "Jerry" Rizqallah is the manager of that limited liability company. At all relevant times, the Respondent operated a public water supply ("Water Supply") that provides water to the Facility.

4. At all times relevant to the Amended Complaint, the Water Supply was a "common water supply" or "CWS" as that term is defined under Section 3.145 of the Act, 415 ILCS 5/3.145 (2008).

5. Effective January 23, 2006, the maximum contaminant level ("MCL") of arsenic for a CWS was changed from 0.050 mg/l to 0.010 mg/l.

6. The Illinois EPA determines compliance with the Arsenic MCL through a running annual average for arsenic ("RAA"), reported quarterly and derived from the Respondent's arsenic samples taken at Tap 01 of the Water Supply.

7. In the third quarter of 2006, the Water Supply's RAA was 0.031 mg/l.

8. In the fourth quarter of 2006, the Water Supply's RAA was 0.024 mg/l.

9. In the first quarter of 2007, the Water Supply's RAA was 0.025 mg/l.

10. In the second quarter of 2007, the Water Supply's RAA was 0.026 mg/l.

11. In the third quarter of 2007, the Water Supply's RAA was 0.0 mg/l.

12. In the fourth quarter of 2007, the Water Supply's RAA was 0.0 mg/l.

13. In the first quarter of 2008, the Water Supply's RAA was 0.0 mg/l.
14. In the second quarter of 2008, the Water Supply's RAA was 0.0 mg/l.
15. In the third quarter of 2008, the Water Supply's RAA was 0.0 mg/l.
16. In the fourth quarter of 2008, the Water Supply's RAA was 0.0 mg/l.
17. In the first quarter of 2009, the Water Supply's RAA was 0.0 mg/l.
18. In the second quarter of 2009, the Water Supply's RAA was 0.0 mg/l.
19. In the third quarter of 2009, the Water Supply's RAA was 0.0 mg/l.
20. In the fourth quarter of 2009, the Water Supply's RAA was 0.0 mg/l.
21. In the first quarter of 2010, the Water Supply's RAA was 0.0 mg/l.
22. In the second quarter of 2010, the Water Supply's RAA was 0.0 mg/l.
23. The Respondent's violations of the Arsenic MCL were not caused by any affirmative act on the part of the Respondent, but rather by a failure to act in response to the January 2006 change in the Arsenic MCL.

B. Allegations of Non-Compliance

Complainant contends that the Respondent has violated the following provisions of the Act in that Respondent:

Count I: Section 18 of the Act, 415 ILCS 5/18 (2008), 35 Ill. Adm. Code 611.301(b), 35 Ill. Adm. Code 611.121(a).

The Respondent has knowingly allowed the distribution of water with levels of arsenic exceeding permissible standards.

C. Admission of Violations

The Respondent admits to the violations alleged in the Amended Complaint filed in this matter and referenced within Section I.B herein.

D. Compliance Activities to Date

On February 9, 2008, the Respondent entered into a water service agreement with the Village of Goodfield. Under the agreement, the Respondent installed a water main extending from the Village's existing municipal water system to the Facility, and the Village provides water to the Facility. In return, the Respondent paid a hookup fee and will pay a monthly service fee calculated in accordance with the "outside municipal limits" rate. Connection of the Facility to the Village's municipal water system occurred on or about June 1, 2010 and the Facility's Water Supply that is the subject of the Amended Complaint is no longer operational.

II. APPLICABILITY

This Stipulation shall apply to and be binding upon the Parties to the Stipulation, and any manager, member, agent, or employee of the Respondent, as well as any successors or assigns of the Respondent. The Respondent shall not raise as a defense to any enforcement action taken pursuant to this Stipulation the failure of any of its managers, members, agents, employees or successors or assigns to take such action as shall be required to comply with the provisions of this Stipulation. This Stipulation may be used against the Respondent in any subsequent enforcement action or permit proceeding as proof of a past adjudication of violation of the Act and the Board Regulations for all violations alleged in the Amended Complaint in this matter, for purposes of Sections 39 and 42 of the Act, 415 ILCS 5/39 and 42 (2008).

The Respondent shall notify each contractor to be retained to perform work required in this Stipulation of each of the requirements of this Stipulation relevant to the activities to be performed by that contractor, including all relevant work schedules and reporting deadlines, and shall provide a copy of this Stipulation to each contractor already retained no later than thirty (30) calendar days after the date of entry of this Stipulation. In addition, the Respondent shall provide copies of all schedules for implementation of the provisions of this Stipulation to the prime vendor(s) supplying the control technology systems and other equipment required by this Stipulation.

No change in ownership, status or operator of the Facility shall in any way alter the responsibilities of the Respondent under this Stipulation. In the event that the Respondent proposes to sell or transfer any real property or operations subject to this Stipulation, the Respondent shall notify the Complainant and the Illinois EPA thirty (30) calendar days prior to the conveyance of title, ownership or other interest, including a leasehold interest in the facility or a portion thereof. The Respondent shall make as a condition of any such sale or transfer, that the purchaser or successor provide to Respondent site access and all cooperation necessary for Respondent to perform to completion any compliance obligation(s) required by this Stipulation. The Respondent shall provide a copy of this Stipulation to any such successor in interest and the Respondent shall continue to be bound by and remain liable for performance of all obligations under this Stipulation. In appropriate circumstances, however, the Respondent and a proposed purchaser or operator of the facility may jointly request, and the Complainant and the Illinois EPA, in their discretion, may consider modification of this Stipulation to obligate the proposed purchaser or operator to carry out future requirements of this Stipulation in place of, or in addition to, the Respondent. This provision does not relieve the Respondent from compliance with any regulatory requirement regarding notice and transfer of applicable facility permits.

III. IMPACT ON THE PUBLIC RESULTING FROM ALLEGED NON-COMPLIANCE

Section 33(c) of the Act, 415 ILCS 5/33(c)(2008), 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 to the Stipulation state the following:

1. While not caused by an affirmative act on its part, nonetheless, the Respondent's violations threatened human health and the environment, as the residents of the Facility were exposed to potentially harmful levels of arsenic through the Water Supply.

2. A mobile home park and a public water supply provide a social and economic benefit to the community.

3. Operation of the Facility was suitable for the area in which it occurred.

4. The discontinued use of the Water Supply and connection to an alternate water source were both technically practicable and economically reasonable subsequent to December, 2008 when upgrades to the Village's water system were completed.

5. The Respondent subsequently entered into a water service agreement with the Village of Goodfield. Under the agreement, the Respondent constructed a new water main extending from the Village of Goodfield's existing water system to the Facility and the Village now provides water service to the Facility. The Water Supply was disconnected and connection to the Village's water supply occurred on or about June 1, 2010.

IV. CONSIDERATION OF SECTION 42(h) FACTORS

Section 42(h) of the Act, 415 ILCS 5/42(h)(2008), 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 to the Stipulation state as follows:

1. From at least the third quarter of 2006 and continuing through at least the first quarter of 2010, anyone that consumed tap water at the Facility was potentially exposed to levels of arsenic in excess of the standard set forth in 35 Ill. Adm. Code 611.301(b).

2. The Respondent failed to discontinue operation of the Water Supply after learning of the impermissible concentrations of arsenic. The Respondent failed to provide residents of the Facility with notification that the arsenic level in the water exceeded the permissible Arsenic MCL. The Respondent failed to provide an alternative to the contaminated water supply.

3. The Respondent's economic benefit of noncompliance was nominal subsequent to December, 2008.

4. Complainant has determined, based upon the specific facts of this matter, that a penalty of Twelve Thousand Dollars (\$12,000.00) will serve to deter further violations and aid in

future voluntary compliance with the Act and Board regulations.

5. The Respondent has previously adjudicated violations of the Act at the same location. On March 13, 2003, the Respondent entered into a Consent Order before the Circuit Court for the Eleventh Judicial Circuit stemming from alleged water pollution discharge violations, violation of water quality standards, failure to retain a certified operator for wastewater treatment works, public water supply operational violations, public water supply monitoring violations, and distribution of public water supply without assuring safe quality violations. The Respondent agreed to pay a civil penalty of \$15,000.00 to the Environmental Protection Trust Fund and, in addition, agreed to adhere to a number of compliance activities. The Respondent has adhered to all compliance activities specified in that Consent Order.

6. There was no self-disclosure in this matter.

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

V. TERMS OF SETTLEMENT

A. Penalty Payment

1. The Respondent shall pay a civil penalty in the sum of Twelve Thousand Dollars (\$12,000.00) within thirty (30) days from the date the Board adopts and accepts this Stipulation.

B. Interest and Default

1. If the Respondent fails to make any payment required by this Stipulation on or before the date upon which the payment is due, the Respondent shall be in default and the remaining unpaid balance of the penalty, plus any accrued interest, shall be due and owing immediately. In the event of default, the Complainant shall be entitled to reasonable costs of collection, including reasonable attorney's fees.

2. Pursuant to Section 42(g) of the Act, interest shall accrue on any penalty amount owed by the Respondent not paid within the time prescribed herein. Interest on unpaid

penalties shall begin to accrue from the date such are due and continue to accrue to the date full payment is received. Where partial payment is made on any penalty amount that is due, such partial payment shall be first applied to any interest on unpaid penalties then owing.

C. Payment Procedures

All payments required by this Stipulation shall be made by certified check or money order payable to the Illinois EPA for deposit into the Environmental Protection Trust Fund ("EPTF"). Payments shall be sent by first class mail and delivered to:

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

The name, case number and the Respondent's federal tax identification number shall appear on the face of the certified check or money order. A copy of the certified check or money order and any transmittal letter shall be sent to:

Environmental Bureau
Illinois Attorney General's Office
500 South Second Street
Springfield, Illinois 62706

D. Future Compliance

1. The Respondent will not meter or charge the residents of the Facility for the water provided by the Village of Goodfield and will provide Illinois EPA with a notarized document stating the same.

2. In addition to any other authorities, the Illinois EPA, its employees and representatives, and the Attorney General, her employees and representatives, shall have the right of entry into and upon the Facility at all reasonable times for the purposes of conducting inspections and evaluating compliance status. 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.

3. This Stipulation in no way affects the responsibilities of the Respondent to comply with any other federal, state or local laws or regulations, including but not limited to the Act and the Board Regulations.

4. The Respondent shall cease and desist from future violations of the Act and Board Regulations that are the subject matter of the Amended Complaint.

E. Release from Liability

In consideration of the Respondent's payment of the Twelve Thousand Dollar (\$12,000.00) penalty, completion of all activities required hereunder, and upon the Board's approval of this Stipulation, the Complainant releases, waives and discharges the Respondent, and its managers and members, from any further liability or penalties for the violations of the Act and Board Regulations that are the subject matter of the Amended Complaint herein. The release set forth above does not extend to any matters other than those expressly specified in Complainant's Complaint filed on June 12, 2007, as amended. The Complainant reserves, and this Stipulation is without prejudice to, all rights of the State of Illinois against the Respondent 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 Respondent's 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 may have against any person, as defined by Section 3.315 of the Act, 415 ILCS 5/3.315, or entity other than the Respondent and its manager and members.

F. Correspondence, Reports and Other Documents

Any and all correspondence, reports and any other documents required under this Stipulation, except for penalty payments, shall be submitted as follows:

As to the Complainant

Kelly O. Phelps
Assistant Attorney General
Environmental Bureau
500 South Second Street
Springfield, Illinois 62702

As to the Illinois EPA

Joey Logan-Wilkey
Assistant Counsel
Illinois EPA
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

As to the Respondent

Thomas M. O'Shaughnessy
Acton & Snyder, LLP
11 East North Street
Danville, Illinois 61832

G. Enforcement and Modification of Stipulation

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

2. The Complainant, in consultation with the Illinois EPA, and the Respondent may, by mutual written consent, agree to extend any compliance dates or 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 V.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 to this Stipulation.

H. Execution of Stipulation

The undersigned representatives for the Parties to the Stipulation 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.

WHEREFORE, Complainant and Respondent request that the Board adopt and accept the foregoing Stipulation and Proposal for Settlement as written.

PEOPLE OF THE STATE OF ILLINOIS,

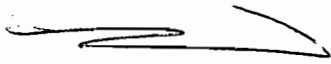
ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

LISA MADIGAN
Attorney General
State of Illinois

DOUGLAS P. SCOTT, Director
Illinois Environmental Protection Agency

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


BY:


THOMAS DAVIS, Chief
Environmental Bureau
Assistant Attorney General

DATE:

4/25/11

BY:

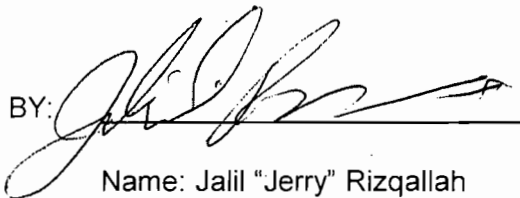

JOHN J. KIM
Chief Legal Counsel

DATE:

4/19/11

JR INVESTMENT GROUP, LLC

BY:


Name: Jalil "Jerry" Rizqallah

Title: Manager

DATE:

1/24/2011