

**BEFORE THE ILLINOIS POLLUTION CONTROL BOARD**

\_\_\_\_\_)  
 BNSF RAILWAY COMPANY, f/k/a The )  
 Burlington Northern and Santa Fe Railway )  
 Company, )  
 )  
 Complainant, )  
 )  
 vs. )  
 )  
 INDIAN CREEK DEVELOPMENT )  
 COMPANY, an Illinois Partnership, individually )  
 and as beneficiary under trust 3291 of the Chicago )  
 Title and Trust Company dated December 15, 1981 )  
 and the Chicago Title & Trust Company, as trustee )  
 under trust 3291, dated December 15, 1981, and )  
 JB INDUSTRIES, INC., )  
 )  
 Respondents. )  
 \_\_\_\_\_)

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 STATE OF ILLINOIS  
 Pollution Control Board

PCB-14-081

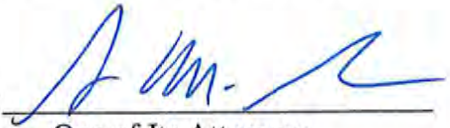
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**NOTICE OF FILING**

TO: William J. Anaya  
 Matthew E. Cohn  
 Arnstein & Lehr LLP  
 120 South Riverside Plaza  
 Suite 1200  
 Chicago, IL 606

PLEASE TAKE NOTICE that on December 3, 2014, the undersigned filed with the Clerk of the Illinois Pollution Control Board, 100 West Randolph Street, James R. Thompson Center, Suite 11-500, Chicago, Illinois, **Complainant's Motion to Consolidate**, a copy of which is herewith served upon you.

BNSF RAILWAY COMPANY

By:   
 One of Its Attorneys

Pam Nehring  
Sean M. Sullivan  
Jennifer Schuch  
DALEY MOHAN GROBLE, P.C.  
55 West Monroe Street  
Suite 1600  
Chicago, Illinois 60603  
(312) 422-9999

**CERTIFICATE OF SERVICE**

I, Sean M. Sullivan, an attorney, certify that I caused a true copy of the foregoing **BNSF's Notice of Filing** to be served upon the attorneys listed below, by electronic mail and U.S. mail on December 3, 2014:

William J. Anaya  
Matthew E. Cohn  
Arnstein & Lehr LLP  
120 South Riverside Plaza  
Suite 1200  
Chicago, IL 60606

  
Sean M. Sullivan

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vs. )  
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INDIAN CREEK DEVELOPMENT )  
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and as beneficiary under trust 3291 of the Chicago )  
Title and Trust Company dated December 15, 1981 )  
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under trust 3291, dated December 15, 1981, and )  
JB INDUSTRIES, INC., )  
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Pollution Control Board

**COMPLAINANT'S MOTION TO CONSOLIDATE**

Complainant, BNSF Railway Company ("BNSF"), by its attorneys, Daley Mohan Groble, P.C., pursuant to §§ 101.406 and 101.500(a) of the General Rules of the Illinois Pollution Control Board ("Board") (35 Ill. Adm. Code 101.406 and 101.500(a)), moves the Board for entry of an order consolidating this matter with the matter entitled *Indian Creek Development Company, et al. v. Burlington Northern Santa Fe Railway Company*, No. PCB-07-44 (the "Indian Creek PCB Action") for hearing and decision. In support of its Motion, BNSF states as follows:

1. BNSF has entered into a Consent Order with the People of the State of Illinois, the Illinois Attorney General and the Illinois Environmental Protection Agency ("IEPA") to

provide for investigation and remediation of locomotive diesel fuel that spilled on BNSF's property from a train collision occurring on January 20, 1993.

2. Pursuant to an amendment to the Consent Order, the defined "site" for investigation and remediation was expanded to include "all properties and media . . . not owned or under the control of [BNSF] impacted by the diesel fuel release that resulted from the January 20, 1993 collision, including but not limited to, the property owned by [ICDC] which is on the southern boundary of the [BNSF railroad tracks] and the sediments of Indian Creek, but only to the extent such properties or media are impacted by diesel fuel contamination resulting from the January 20, 1993 collision." BNSF and IEPA are continuing to perform and operate under the Consent Order concerning investigation and potential remediation of contamination at the Site.

3. Respondent Indian Creek Development Company ("ICDC") filed the Indian Creek PCB Action in December 2006, alleging that – as a result of the 1993 train collision and diesel release – BNSF violated §§ 12(a), 12(d) and 21(e) of the Illinois Environmental Protection Act (the "Act"). The Indian Creek PCB Action remains pending.

4. In the Indian Creek PCB Action, ICDC requests, among other things: (1) that BNSF be required to remediate the ICDC Site "to background levels" and to a level not less than "applicable residential standards;" (2) that ICDC and its consultants be permitted to monitor the remediation of the BNSF property and the ICDC Site; and (3) that BNSF be required to reimburse ICDC for all costs and expenses incurred related to investigation and remediation of the BNSF property and the ICDC Site, including the fees of consultants and experts.

5. In November 2007, ICDC filed a complaint against BNSF in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois, in which it seeks damages and injunctive relief related to the 1993 train collision and the diesel spill (the "State Court Lawsuit"). The

State Court Lawsuit remains pending, although the circuit court has stayed ICDC's claims for injunctive relief until ICDC exhausts its administrative remedies. Discovery is ongoing in the State Court Lawsuit, and by agreement of the parties and the Hearing Officer, the discovery in the State Court Lawsuit is applicable to the Indian Creek PCB Action.

6. In December 2013, BNSF initiated this action by filing with the Board a Complaint for Allocation of Proportionate Responsibility (the "BNSF Allocation Action"). BNSF named as respondents ICDC and JB Industries, Inc., which it alleged is an affiliate or related entity to ICDC (with common or overlapping ownership and control), and has been a principal tenant and occupier of the ICDC Site since 1982.

7. BNSF alleges in the BNSF Allocation Action that to the extent there have been, or will be, positive findings of petroleum constituents in excess of IEPA standards found on the ICDC Site, they are likely to be from sources other than the January 20, 1993 collision and diesel fuel spill on BNSF's property, including sources for which Respondents are responsible. BNSF alleges that Respondents have violated §§ 21(e), 12(a) and 12(d) of the Act, and seeks an allocation of Respondents' proportionate share of responsibility for costs associated with contaminants present on the ICDC Site.

8. Thus, the Indian Creek PCB Action and the BNSF Allocation Action involve determination of the nature, source and responsibility for the contaminants that are or may be located on the ICDC Site, and determination of the parties' rights and obligations in both actions are dependent on a common core of operative facts. Copies of the complaints in the Indian Creek PCB Action and the BNSF Allocation Action are attached hereto as Exhibits A and B, for the Board's reference.

9. The Indian Creek PCB Action and the BNSF Allocation Action have been assigned to the same Hearing Officer. The Hearing Officer has conducted status conferences jointly in the two cases.

10. Section 101.406 of the Board's General Rules provides:

The Board, upon the motion of any party or upon its own motion, may consolidate two or more proceedings for the purpose of hearing or decision or both. 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 where the burdens of proof vary.

11. Consolidation is warranted in this case because the issues are the same in the two cases – determination of the nature, source and responsibility for contaminants on the ICDC Site. No prejudice will occur to any party by virtue of consolidation, and no valid purpose would be served by maintaining the Indian Creek PCB Action and the BNSF Allocation Action separately, either for purposes of the hearing or decision.

WHEREFORE, Complainant BNSF Railway Company moves for entry of an order consolidating this matter with the matter entitled *Indian Creek Development Company, et al. v. Burlington Northern Santa Fe Railway Company*, No. PCB-07-44 for hearing and decision.

BNSF RAILWAY COMPANY


By:   
One of Its Attorneys

Sean M. Sullivan  
DALEY MOHAN GROBLE, P.C.  
55 West Monroe Street  
Suite 1600  
Chicago, Illinois 60603  
(312) 422-9999

**CERTIFICATE OF SERVICE**

I, Sean M. Sullivan, an attorney, certify that I caused a true copy of the foregoing **Complainant's Motion to Consolidate** to be served upon the attorneys listed below, by electronic mail and U.S. mail on December 3, 2014:

William J. Anaya  
Matthew E. Cohn  
Arnstein & Lehr LLP  
120 South Riverside Plaza  
Suite 1200  
Chicago, IL 60606



Sean M. Sullivan



# EXHIBIT A

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

INDIAN CREEK DEVELOPMENT COMPANY, )  
an Illinois Partnership, Individually as )  
beneficiary under trust 3291 of the Chicago )  
Title and Trust Company dated December 15, )  
1981 and the Chicago Title and Trust Company, )  
as trustee under trust 3291, dated December )  
15, 1981 )

Complainant, )

vs. )

The BURLINGTON NORTHERN SANTA FE )  
RAILWAY COMPANY, a Delaware Corporation )

Respondents. )

PCB- 07-44  
Citizen's Enforcement  
§21(e), §12(a), §12(d)

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STATE OF ILLINOIS  
Pollution Control Board

COMPLAINT

VIOLATIONS OF SECTION 21(e) OF THE ILLINOIS ENVIRONMENTAL  
PROTECTION ACT (415 ILCS 5/21(e))

NOW COME the complainants, Indian Creek Development Company, individually and as the beneficiary owner under the Chicago Title and Trust Company trust number 3291 dated December 15, 1981 and the Chicago Title and Trust Company, trustee under trust number 3291 dated December 15, 1981 (collectively, "Indian Creek") and in support of its complaint against the Respondent, the Burlington Northern Santa Fe Railway Company ("BNSF") Indian Creek states as follows:

1. At all times relevant hereto, complainant, Indian Creek Development Company, an Illinois Partnership, was the beneficial owner, through the aforesaid Chicago Title and Trust Company t/u/t 3291, of certain real property in Kane County, Illinois commonly known as 1500 Dearborn Avenue, Aurora, Illinois 60505 and including

property index numbers: 15-13-376-001; 15-14-479-005, 15-14-479-006, 15-14-479-009, and 15-14-479-010; 15-23-227-026 and 15-23-227-028; 15-24-101-004; 15-24-102-001, 15-24-102-008, 15-24-102-009 and 15-24-102-010; 15-24-103-002 and 15-24-103-003. (collectively the "Premises").

2. At all times relevant hereto, respondent, BNSF, a Delaware corporation, owned real property adjacent to the Premises which contained railroad tracks upon which BNSF operated a railroad ("BNSF Property").

3. On or about January 20, 1993 there occurred a release through the discharging, depositing, dumping, leaking and spilling of thousands of gallons of diesel fuel as a result of the industrial or commercial railroad operations conducted on the BNSF Property.

4. The direction of groundwater flow is from the BNSF Property to the Premises and Indian Creek, which runs through the Premises.

5. Subsequent to the release and pursuant to the Act, including Sections 12(a) and 12(d), the Attorney General and State's Attorney of Kane County filed an enforcement action against the BNSF and others in Circuit Court bearing case number CH KA 95 0527.

6. On or about February 5, 1996, a consent decree (hereinafter, "Consent Decree") was entered in the Kane County enforcement action regarding the release of diesel fuel on the BNSF Property. A copy of that Consent Decree is attached hereto as Exhibit A.

7. Among other things, the Consent Decree required the BNSF to prevent further migration of the diesel fuel contamination and to determine the extent to which the soil and groundwater were impacted both on and off of the BNSF Property.

8. Pursuant to specific deadlines, the Consent Decree required the BNSF to submit a work plan to, and obtain the approval of, the Illinois Environmental Protection Agency ("Agency"), and it also required that the BNSF notify the State's Attorney, Attorney General and IEPA in writing of the action(s) taken. See generally Exhibit A.

9. Thereafter, the BNSF was, pursuant to the Consent Decree, required to file a close-out report which, at a minimum, was to include a summary of all sampling and other data required to be collected, as well as a certification by an Illinois Registered Professional Engineer that the requirements of the Consent Decree had been met.

10. The BNSF's initial efforts to remediate the affected areas, limit the migration of free product, and recover released diesel fuel were primarily focused on areas distanced from the Premises. Moreover, these efforts were largely unsuccessful, resulting in the recovery of only a small amount of the diesel fuel that was actually released.

11. Since 1993, the diesel fuel has remained abandoned on and under the BNSF Property and thereafter has migrated, and continues to migrate, from the BNSF Property onto and under the Premises.

12. On or about late October or November, 2000, Indian Creek excavated a small portion of a building floor on the Premises in order to install a piece of equipment

there. The area of the excavation of the Premises was located near the boundaries of the BNSF Property.

13. During the excavation, an odor was noted and free product and apparently contaminated soil and groundwater were observed. Subsequently, samples of the free product were taken from the excavated part of the Premises, and lab analysis identified the free product as diesel fuel.

14. Indian Creek notified BNSF of the excavation on the Premises, and the attendant odor, and the BNSF responded by removing some of the contaminated soil from the excavation on the Premises.

15. The BNSF has a duty to prevent the migration to and contamination of the soil and groundwater on and under the Premises, but despite the obligations imposed by law and the Consent Decree, the BNSF has completely failed to take sufficient steps to halt the migration of the diesel fuel contamination onto the soil and groundwater on and under the Premises.

16. In contravention of its duty, the BNSF did little to remediate the affected areas, recover released diesel fuel, limit the migration of the diesel fuel contamination, adequately sample to determine the extent of contamination, and to monitor the migration of the diesel fuel contaminants from the BNSF Property.

17. Diesel fuel contamination on the BNSF Property continues to migrate onto the Premises, further contaminating the soil and groundwater located on and under the Premises on an ongoing basis.

18. Subsequent to the discovery of diesel fuel contamination on the Premises, without having performed any remediation of the premises and without prior

notification to Indian Creek, the BNSF requested Agency closure of the incident pursuant to the Consent Decree without notifying the Agency of the contamination that Indian Creek found on the Premises.

19. The BNSF failed to disclose the contamination of the Premises to the Agency despite Indian Creek's notification to the BNSF regarding the contamination it found on and under the Premises when it excavated, despite the BNSF's removal of contaminated soil from the excavation on the Premises, despite the observations of BNSF's agents, servants, and employees when it removed the contaminated soil, and despite the fact that laboratory analysis of samples taken from the excavations of the Premises revealed that the contamination was diesel fuel. A copy of the BNSF's request for closure dated April 2, 2001 with a prior request for closure dated November 6, 1998 attached thereto, attached to this petition as Exhibit B.

20. The spread of diesel fuel contamination to portions of the BNSF property not initially impacted and eventually to the Premises was willful, as is amply demonstrated by the BNSF's attempt to close the incident under the Consent Decree without informing the Agency of the diesel fuel contamination on and under the Premises.

21. The Agency is working to fulfill its role under the Consent Decree and to obtain the remediation by the BNSF.

22. The diesel fuel contamination in the groundwater under both the BNSF Property and under the Premises constitutes Water Pollution within the meaning of Section 3.545 of the Environmental Protection Act, 415 ILCS 5 *et. seq.* ("the Act"), as it is a nuisance, renders such groundwater harmful or detrimental or injurious to public

health, safety or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate uses, or to livestock, wild animals, birds, fish, or other aquatic life.

23. This case is a refile of Kane County case number 04 L 607 filed on or about December 7, 2004.

24. This case, like the Kane County case, concerns contamination that has migrated to and continues to migrate onto the Premises from the BNSF Property. The Kane County case was voluntarily dismissed on November 21, 2006. A copy of the order of dismissal is attached as Exhibit C.

**COUNT I**  
**Section 12(a) Violation**

25. Paragraphs 1-24 are incorporated by reference as paragraph 25 hereof.

26. Section 12(a) of the Act provides that no person shall:

Cause or threaten or allow the discharge of any contaminants into the environment in any State so as to cause or tend to cause water pollution in Illinois, either alone or in combination with matter from other sources, or so as to violate regulations or standards adopted by the Pollution Control Board under this Act.

27. Section 3.550 of the Act defines "Waters" as all accumulations of water, surface and underground, natural, and artificial, public and private, or parts thereof, which are wholly or partially within, flow through, or border upon this State.

28. Accordingly, the groundwater under the Premises and that under the BNSF Property are Waters within the meaning of Section 3.550 of the Act.

29. Section 3.165 of the Act (415 ILCS 5/3.165) defines "Contaminant" as any solid, liquid, or gaseous matter, any odor, or any form of energy, from whatever source.

30. The diesel fuel which was released is a Contaminant within the meaning of Section 3.165 of the Act.

31. Section 3.545 of the Act defines "Water Pollution" as such alteration of the physical, thermal, chemical, biological or radioactive properties of any waters of the State, or such discharge of any contaminant into any waters of the State, as will or is likely to create a nuisance or render such waters harmful or detrimental or injurious to public health, safety or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate uses, or to livestock, wild animals, birds, fish, or other aquatic life. 415 ILCS 5/3.545.

32. The General Assembly has expressly found "that pollution of the waters of this State constitutes a menace to public health and welfare, creates public nuisances, is harmful to wildlife, fish, and aquatic life, impairs domestic, agricultural, industrial, recreational, and other legitimate beneficial uses of water, depresses property values, and offends the senses". 415 ILCS 5/11(a).

33. The BNSF caused and allowed the discharge of diesel fuel contaminants on the BNSF Property in 1993, threatened, caused and allowed the discharge of said diesel fuel contaminants through migration to other parts of the BNSF Property, and threatened and eventually caused and allowed the ongoing discharge of contaminants onto the soil and into the groundwater on and under the Premises so as to cause and tend to cause water pollution in violation of Section 12(a) of the Act.

34. Because of the ongoing migration of the diesel contamination and its continued discharge onto and under the Premises, the violation of Section 12(a) of the



Act is ongoing and will continue unless and until abated by order of the Pollution Control Board.

WHEREFORE, Complainants, pray that the Board grant the following relief in favor of Indian Creek and against the BNSF:

- A. Find the BNSF in violation of Section 12(a) of the Act;
- B. Direct the BNSF to cease and desist from further violations of Section 12(a) of the Act;
- C. Mandate and direct the abatement of the continuing violation of Section 12(a) of the Act at the expense of the BNSF as follows:
  - i. Mandate the remediation of the BNSF Property in such a manner as to stop the ongoing contamination of the Premises; and
  - ii. Mandate that the Premises be remediated to achieve the removal of all contamination on the Premises that flowed from the BNSF Property;
  - iii. Mandate, to the extent technically feasible, that all remediation be performed to background levels and that, in no event, remediation be performed to a level less than the applicable residential standards contained in the Tiered Approach to Corrective Action Objectives, 35 Ill. Admn. Code 742; and
  - iv. Mandate that the remediation of the Premises occurs pursuant to the Agency's Site Remediation Program and that a No Further Remediation Letter be obtained;

- D. Mandate that the Agency as well as the Parties hereto and their consultants and attorneys be permitted to monitor the remediation of the BNSF Property and the Premises, and allow them to have access to all reports and laboratory analyses related in any way to the BNSF Property and the contamination thereon;
- E. Order that any and all remediation be conducted by consultants and engineers selected by either Indian Creek or the Board due to the BNSF's failure to take adequate steps over more than 13 years to prevent to migration of the contamination to other properties, and based on the BNSF's attempt to obtain closure of the incident without notification to Indian Creek and without informing the Agency of the contamination that it knew existed on and under the Premises;
- F. Order that any and all remediation that is conducted be conducted by utilizing methods selected by either Indian Creek or the Board;
- G. That the Board request the Agency to investigate the facts and violations set forth herein pursuant to Section 30 of the Act and thereafter name the Agency as a party in interest, pursuant to 35 Ill. Adm. Code 101.404 and 103.202, to coordinate the Agency's duties and efforts pursuant to the Consent Decree, Exhibit B;
- H. Mandate that the BNSF reimburse Indian Creek for its all of its costs and expenses (including the fees of consultants and experts as well as the cost of sampling and laboratory analysis) related to the contamination, including but not limited to:

- i. The costs of past and, to the extent reasonably necessary, future investigation of the contamination on the Premises;
  - ii. The costs of past and, to the extent reasonably necessary, future sampling and monitoring of the contamination on the Premises, its migration from the BNSF Property to the Premises; AND
- I. Grant such other and further relief as the Illinois Pollution Control Board deems appropriate.

**COUNT II**  
**Section 12(d) Violation**

35. Paragraphs 1 to 34 are incorporated by reference as paragraph 35 hereof.
36. Section 12(d) of the Act provides that no person shall:  
  
Deposit any contaminants upon the land in such a place and manner so as to create a water pollution hazard.
37. The BNSF caused and allowed the deposit of diesel fuel contaminants on the BNSF Property in 1993. Subsequently, the BNSF caused and allowed the deposited contaminants to move, migrate, and deposit onto other portions of the BNSF Property, and eventually to the Premises.
38. Accordingly, the BNSF's actions have created a water pollution hazard on both the BNSF Property and the Premises in violation of Section 12(d) of the Act.
39. Because of the ongoing migration of the diesel contamination onto the Premises, the violation of Section 12(d) of the Act is ongoing and will continue unless and until abated by order of the Pollution Control Board.

**WHEREFORE**, Complainants, pray that the Board grant the following relief against the BNSF:

- A. Find the BNSF in violation of Section 12(d) of the Act;
- B. Direct the BNSF to cease and desist from further violations of Section 12(d) of the Act;
- C. Mandate and direct the abatement the continuing violation of Section 12(d) of the Act at the expense of the BNSF as follows:
  - i. Mandate the remediation of the BNSF Property in such a manner as to stop the ongoing contamination of the Premises;
  - ii. Mandate the Premises be remediated causing the removal of all contamination on the Premises which flowed from the BNSF Property;
  - iii. Mandate, to the extent technically feasible, that all remediation be performed to background levels and, in no event, that the remediation be performed to a level less than applicable residential standards contained in the Tiered Approach to Corrective Action Objectives, 35 Ill. Admn. Code 742;
  - iv. Mandate that the remediation of the Premises occur pursuant to the Agency's Site Remediation Program and that a No Further Remediation Letter be obtained;
- D. Mandate that the Agency as well as the Parties hereto and their consultants and attorneys be permitted to monitor the remediation of the BNSF Property and the Premises, and allow them to have access to all

reports and laboratory analysis related in any way to the BNSF Property and the contamination thereon;

- E. Order that any and all remediation be conducted by consultants and engineers selected by either Indian Creek or the Board due to the BNSF's failure to take adequate steps over more than 13 years to prevent to migration of the contamination to other properties, and based on the BNSF's attempt to obtain closure of the incident without notification to Indian Creek and without informing the Agency of the contamination that it knew existed on and under the Premises;
- F. Order that any and all remediation that is conducted be conducted by utilizing methods selected by either Indian Creek or the Board;
- G. That the Board request the Agency to investigate the facts and violations set forth herein pursuant to Section 30 of the Act and thereafter name the Agency as a party in interest, pursuant to 35 Ill. Adm. Code 101.404 and 103.202, to coordinate the Agency's duties and efforts pursuant to the Consent Decree, Exhibit B.
- H. Mandate that the BNSF reimburse Indian Creek for its all of its costs and expenses (including but not limited to the fees of consultants and experts as well as the cost of sampling and laboratory analysis) related to the contamination including but not limited to:
  - i. The costs of past and, to the extent reasonably necessary, future investigation,

- ii. The costs of past and, to the extent reasonably necessary, future sampling and otherwise monitoring the contamination on the Premises and the migration of contamination on the BNSF Property;
  - iii. such costs and expenses include but are not limited to the fees of consultants and experts as well as the cost of sampling and laboratory analysis; AND
- I. Grant such other and further relief as the Illinois Pollution Control Board may deem appropriate.

**COUNT III**  
**Section 21(e) Violation**

40. Paragraphs 1 to 38 are incorporated by reference as paragraph 39 hereof.
41. Section 21(e) of the Act provides that:
- No person shall. . .[d]ispose, treat, store or abandon any waste, or transport any waste into this State for disposal, treatment, storage or abandonment, except at a site or facility which meets the requirements of this Act and of regulations and standards thereunder.
42. Section 3.535 of the Act defines "Waste" as, *inter alia*, any "discarded material" resulting from industrial or commercial operations. 415 ILCS 5/3.535.
43. The diesel fuel and contaminated media on and under the BNSF Property that the BNSF has abandoned and disposed of is Waste under the Act.
44. Section 3.185 of the Act defines "Disposal" as the discharge, deposit, injection, dumping, spilling, leaking or placing of any waste or hazardous waste into or on any land or water or into any well so that such waste or hazardous waste may enter

the environment or be emitted into the air or discharged into any waters, including groundwater. 415 ILCS 5/3.185.

45. By allowing the diesel fuel spilled in 1993 to remain on and under the BNSF Property and the Premises to mix with soil and groundwater media, the BNSF has abandoned and disposed of said diesel fuel and diesel fuel contaminants.

46. The BNSF's abandonment and disposal of the diesel fuel and diesel fuel contaminated media under the BNSF Property and the Premises are knowing violations of the Act, as aptly demonstrated by the BNSF's attempt to close the incident pursuant to the Consent Decree without informing the Agency of the diesel fuel contamination on and under the Premises – contamination of which the BNSF was fully aware.

47. Neither the BNSF Property nor the Premises are permitted by the Agency to be waste disposal sites or facilities and for that reason and otherwise they do not meet the requirements of a waste disposal site or facility under the Act or under applicable Illinois Pollution Control Board regulations.

48. Such violation of Section 21(e) of the Act is ongoing and will continue unless and until abated by order of the Pollution Control Board.

**WHEREFORE**, Complainants, pray that the Board grant the following relief against the BNSF:

- A. Find the BNSF in violation of Section 21(e) of the Act;
- B. Direct the BNSF to cease and desist from further violations of Section 21(e) of the Act;
- C. Mandate and direct the abatement the continuing violation of Section 21(e) of the Act at the expense of the BNSF as follows:

- i. Mandate the remediation of the BNSF Property in such a manner as to stop the ongoing contamination of the Premises;
  - ii. Mandate the Premises be remediated causing the removal of all contamination on the Premises which flowed from the BNSF Property;
  - iii. Mandate, to the extent technically feasible, that all remediation be performed to background levels and, in no event, that the remediation be performed to a level less than applicable residential standards contained in the Tiered Approach to Corrective Action Objectives, 35 Ill. Admn. Code 742;
  - iv. Mandate that the remediation of the Premises occur pursuant to the Agency's Site Remediation Program and that a No Further Remediation Letter be obtained;
- D. Mandate that the Agency as well as the Parties hereto and their consultants and attorneys be permitted to monitor the remediation of the BNSF Property and the Premises, and allow them to have access to all reports and laboratory analysis related in any way to the BNSF Property and the contamination thereon;
- E. Order that any and all remediation be conducted by consultants and engineers selected by either Indian Creek or the Board due to the BNSF's failure to take adequate steps over more than 13 years to prevent to migration of the contamination to other properties, and based on the BNSF's attempt to obtain closure of the incident without notification to



Indian Creek and without informing the Agency of the contamination that it knew existed on and under the Premises;

- F. Order that any and all remediation that is conducted be conducted by utilizing methods selected by either Indian Creek or the Board;
- G. That the Board request the Agency to investigate the facts and violations set forth herein pursuant to Section 30 of the Act and thereafter name the Agency as a party in interest, pursuant to 35 Ill. Adm. Code 101.404 and 103.202, to coordinate the Agency's duties and efforts pursuant to the Consent Decree, Exhibit B.
- H. Mandate that the BNSF reimburse Indian Creek for its all of its costs and expenses (including but not limited to the fees of consultants and experts as well as the cost of sampling and laboratory analysis) related to the contamination including but not limited to:
  - iv. The costs of past and, to the extent reasonably necessary, future investigation,
  - v. The costs of past and, to the extent reasonably necessary, future sampling and otherwise monitoring the contamination on the Premises and the migration of contamination on the BNSF Property;
  - vi. such costs and expenses include but are not limited to the fees of consultants and experts as well as the cost of sampling and laboratory analysis; AND

- I. Grant such other and further relief as the Illinois Pollution Control Board may deem appropriate.

Respectfully Submitted,

**Indian Creek Development Company and  
Chicago Land Trust Company t/u/t 3291,  
dated December 15, 1981**

By: M. Hope Whitfield  
One of Its Attorneys

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# EXHIBIT B

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

RECEIVED  
CLERK'S OFFICE

DEC 10 2013

STATE OF ILLINOIS  
Pollution Control Board

\_\_\_\_\_  
BNSF RAILWAY COMPANY, f/k/a The  
Burlington Northern and Santa Fe Railway  
Company,

Complainant.

vs.

INDIAN CREEK DEVELOPMENT  
COMPANY, an Illinois Partnership, individually  
and as beneficiary under trust 3291 of the Chicago  
Title and Trust Company dated December 15, 1981  
and the Chicago Title & Trust Company, as trustee  
under trust 3291, dated December 15, 1981, and  
JB INDUSTRIES, INC.,

Respondents.  
\_\_\_\_\_

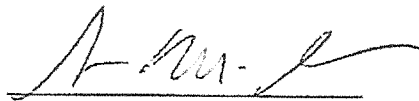
14-81  
PCB-17-\_\_\_\_\_

CERTIFICATE OF SERVICE

I, Sean M. Sullivan, an attorney, certify that on December 10, 2013, I served the attached formal complaint and notice on the respondents by messenger service (receipts to be filed with the Clerk later) at the addresses listed below:

Indian Creek Development Company  
601 North Farnsworth Avenue  
Aurora, IL 60505  
(630) 851-9444

JB Industries, Inc.  
601 North Farnsworth Avenue  
Aurora, IL 60505  
(630) 851-9444



Sean M. Sullivan  
Daley Mohan Groble, P.C.  
55 West Monroe Street/Suite 1600  
Chicago, IL 60603  
(312) 422-9999

## **NOTICE TO RESPONDENT**

**NOTE: THIS STATEMENT MUST BE INCLUDED IN THE SERVICE OF THE FORMAL COMPLAINT ON THE RESPONDENT**

### **INFORMATION FOR RESPONDENT RECEIVING FORMAL COMPLAINT**

Please take notice that today I filed with the Clerk of the Illinois Pollution Control Board (Board) a formal complaint, a copy of which is served on you along with this notice. You may be required to attend a hearing on a date set by the Board.

Information about the formal complaint process before the Board is found in the Environmental Protection Act (Act) (415 ILCS 5/1 *et seq.*) and the Board's procedural rules (35 Ill. Adm. Code 101 and 103). These can be accessed at the Board's Web site ([www.ipcb.state.il.us](http://www.ipcb.state.il.us)). The following is a summary of some of the most important points in the Act and the Board's procedural rules. It is provided for general informational purposes only and does not constitute legal advice or substitute for the provisions of any statute, rule, or regulation:

#### **Board Accepting Formal Complaint for Hearing; Motions**

The Board will not accept this formal complaint for hearing if the Board finds that it is either "duplicative" or "frivolous" within the meaning of Section 31(d) of the Act (415 ILCS 5/31(d)) and Section 101.202 of the Board's procedural rules (35 Ill. Adm. Code 101.202). "Duplicative" means that an identical or substantially similar case is already pending before the Board or in court. See 35 Ill. Adm. Code 103.212(a) and item 10 of the formal complaint.

"Frivolous" means that the formal complaint seeks relief that the Board does not have the authority to grant, or fails to state a cause of action upon which the Board can grant relief. For example, the Board has the authority to order a respondent to stop polluting and pay a civil penalty, to implement pollution abatement measures, or to perform a cleanup or reimburse cleanup costs. The Board does not have the authority, however, to award attorney fees to a citizen complainant. See 35 Ill. Adm. Code 103.212(a) and items 5 and 9 of the formal complaint.

If you believe that this formal complaint is duplicative or frivolous, you may file a motion with the Board, within 30 days after the date you were served with the complaint, requesting that the Board not accept the complaint for hearing. The motion must state the facts supporting your belief that the complaint is duplicative or frivolous. Memoranda, affidavits, and any other relevant documents may accompany the motion. If you need more time than 30 days to file a motion alleging that the complaint is duplicative or frivolous, you must file a motion for an extension of time within 30 days after service of the complaint. A motion for an extension of time must state why you need more time and the amount of additional time you need. Timely filing a motion

alleging that the complaint is duplicative or frivolous will stay the 60-day period for filing an answer to the complaint. See 35 Ill. Adm. Code 103.204, 103.212(b).

All motions filed with the Board's Clerk must include an original, nine copies, and proof of service on the other parties. Service may be made in person, by U.S. mail, or by messenger service. Mail service is presumed complete four days after mailing. See 35 Ill. Adm. Code 101.300(c), 101.302, 101.304.

If you do not respond to the Board within 30 days after the date on which the complaint was served on you, the Board may find that the complaint is not duplicative or frivolous and accept the case for hearing. The Board will then assign a hearing officer who will contact you to schedule times for telephone status conferences and for hearing. See 35 Ill. Adm. Code 103.212(a).

### **Answer to Complaint**

You have the right to file an answer to this formal complaint within 60 days after you receive the complaint. If you timely file a motion alleging that the complaint is duplicative or frivolous, or a motion to strike, dismiss, or challenge the sufficiency of the complaint, then you may file an answer within 60 days after the Board rules on your motion. See 35 Ill. Adm. Code 101.506, 103.204(d), (e), 103.212(b).

The Board's procedural rules require the complainant to tell you as respondent that:

**Failure to file an answer to this complaint within 60 days may have severe consequences. Failure to answer will mean that all allegations in the complaint will be taken as if admitted for purposes of this proceeding. If you have any questions about this procedure, you should contact the hearing officer assigned to this proceeding, the Clerk's Office or an attorney. 35 Ill. Adm. Code 103.204(f).**

### **Necessity of an Attorney**

Under Illinois law, an association, citizens group, unit of local government, or corporation must be represented before the Board by an attorney. In addition, an individual who is not an attorney cannot represent another individual or other individuals before the Board. However, even if an individual is not an attorney, he or she is allowed to represent (1) himself or herself as an individual or (2) his or her unincorporated sole proprietorship. See 35 Ill. Adm. Code 101.400(a). Such an individual may nevertheless wish to have an attorney prepare an answer and any motions or briefs, and present a defense at hearing.

### **Costs**

In defending against this formal complaint, you are responsible for your attorney fees, duplicating charges, travel expenses, witness fees, and any other costs that you or

your attorney may incur. The Board requires no filing fee to file your answer or any other document with the Board. The Board will pay any hearing costs (e.g., hearing room rental, court reporting fees, hearing officer expenses).

If you have any questions, please contact the Clerk's Office at (312) 814-3629.

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STATE OF ILLINOIS  
Pollution Control Board

**BEFORE THE ILLINOIS POLLUTION CONTROL BOARD**

BNSF RAILWAY COMPANY, f/k/a The  
Burlington Northern and Santa Fe Railway  
Company,

Complainant,

vs.

INDIAN CREEK DEVELOPMENT  
COMPANY, an Illinois Partnership, individually  
and as beneficiary under trust 3291 of the Chicago  
Title and Trust Company dated December 15, 1981  
and the Chicago Title & Trust Company, as trustee  
under trust 3291, dated December 15, 1981, and  
JB INDUSTRIES, INC.,

Respondents.

14-81  
PCB-13-\_\_\_\_\_

**COMPLAINT FOR ALLOCATION OF PROPORTIONATE RESPONSIBILITY**

Complainant, BNSF Railway Company, formerly known as The Burlington Northern and Santa Fe Railway Company ("BNSF"), by its attorneys, Daley Mohan Groble, P.C., as its Complaint against Respondents Indian Creek Development Company, an Illinois Partnership, individually and as beneficiary under trust 3291 of the Chicago Title and Trust Company dated December 15, 1981 and the Chicago Title & Trust Company, as trustee under trust 3291, dated December 15, 1981 ("ICDC") and JB Industries, Inc. ("JB Industries"), alleges as follows:



*Parties*

1. **Complainant Contact Information:**

BNSF Railway Company  
c/o Daley Mohan Groble, P.C.  
55 West Monroe Street  
Suite 1600  
Chicago, IL 60603  
(312) 422-9999

2. **Names and Addresses of Respondents:**

Indian Creek Development Company  
601 North Farnsworth Avenue  
Aurora, IL 60505  
(630) 851-9444

JB Industries, Inc.  
601 North Farnsworth Avenue  
Aurora, IL 60505  
(630) 851-9444

*Background*

3. On February 9, 1996, BNSF entered into a Consent Decree with the People of the State of Illinois, the Illinois Attorney General and the Illinois Environmental Protection Agency ("IEPA") to provide for further investigation and remediation of locomotive diesel fuel that spilled on BNSF's property from a train collision occurring on January 20, 1993. A copy of the Consent Order is attached hereto as Exhibit A.

4. In or about November 2000, ICDC completed excavations through the concrete floor of one of its buildings located on its property located to the south of BNSF's right-of-way near to the area of the 1993 train collision (the "ICDC Site"). The ICDC Site is located at the premises commonly known as 1500 Dearborn Avenue, Aurora, IL 60505. ICDC claims that when conducting the excavation, it discovered the presence of diesel fuel which it alleges to be fuel that migrated to its property from the original 1993 train collision and spill.

5. On November 18, 2006, BNSF entered into an Amendment to the Consent Order. A copy of the Amendment to Consent Order is attached hereto as Exhibit B.

6. Under the Amendment to the Consent Order, the defined "site" for investigation and remediation was expanded to include "all properties and media . . . not owned or under the control of (BNSF) impacted by the diesel fuel release that resulted from the January 20, 1993 collision, including but not limited to, the property owned by (ICDC) which is on the southern boundary of the (BNSF railroad tracks) and the sediments of Indian Creek, but only to the extent such properties or media are impacted by diesel fuel contamination resulting from the January 20, 1993 collision."

7. Indian Creek runs in a generally east to west direction through the ICDC property, and eventually flows into the Fox River in Aurora, Illinois.

8. In February 2013, ICDC excavated a sanitary sewer line on the ICDC Site. ICDC claims that when so doing, it discovered the presence of diesel fuel which it alleges to be fuel that migrated to its property from the original 1993 train collision and spill.

#### *ICDC's Pending Actions*

9. On December 4, 2006, ICDC filed a complaint before the Illinois Pollution Control Board ("PCB") (the "PCB Complaint") in which it alleged that – as a result of the 1993 train collision and diesel release – BNSF violated §§ 12(a), 12(d) and 12(e) of the Illinois Environmental Protection Act (the "Act"). The PCB Complaint remains pending.

10. In the PCB Complaint, ICDC requests, among other things: (1) that BNSF be required to remediate the ICDC Site "to background levels" and to a level not less than "applicable residential standards;" (2) that ICDC and its consultants be permitted to monitor the remediation of the BNSF property and the ICDC Site; and (3) that BNSF be required to

reimburse ICDC for all costs and expenses incurred related to investigation and remediation of the BNSF property and the ICDC Site, including the fees of consultants and experts.

11. On November 9, 2007, ICDC filed a complaint against BNSF in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois, in which it seeks damages and injunctive relief related to the 1993 train collision and diesel spill (the "State Court Lawsuit"). The State Court Lawsuit remains pending.

12. JB Industries is an affiliate or related entity to ICDC (with common or overlapping ownership and control), and has been a principal tenant and occupier of the ICDC Site since 1982.

*Request for Allocation of Responsibility*

13. Pursuant to the Consent Order and the Amendment to the Consent Order, BNSF has spent large sums of money to investigate the presence of locomotive diesel fuel resulting from the January 20, 1993 train collision on ICDC's property and remediate it. BNSF has paid large sums of money to obtain access to ICDC's property to do so; and it has paid or incurred large sums of money to consultants retained by ICDC to monitor BNSF's investigation. BNSF has also paid large sums of money to IEPA to reimburse IEPA for the costs of work it has performed as part of the investigation and remediation efforts. BNSF will be required to continue, well in to the future, to pay large sums of money for investigation and remediation activities under the Consent Order and the Amendment to the Consent Order.

14. On information and belief, to the extent that there have been, or will be, positive findings of petroleum constituents in excess of IEPA standards found on the ICDC Site, they are likely to be from sources other than the January 20, 1993 collision and diesel fuel spill on BNSF's property, including sources for which Respondents are responsible.

15. In this action, BNSF seeks an allocation of Respondents' proportionate share of responsibility for costs associated with contaminants present on the ICDC Site.

*History and Environmental Events at ICDC Site*

16. Pursuant to the Consent Order and the Amendment to the Consent Order, BNSF continues to investigate the presence and sources of petroleum constituents and other contaminants at the ICDC Site, and has thereby gained knowledge concerning certain present and historical uses of the ICDC Site, as well as records of environmental releases or events occurring on the site.

17. The ICDC property has a history of heavy industrial activity for over a century that included blacksmithing, machine shops, wood working, grinding, polishing, a coal house, steaming, bonding, lumber storage and dry kiln, warehouses, erecting houses, pump house paint shops, tool shops, various staging and storage areas, sand blasting, welding, dust collection, assembly and shipping buildings. Recent historical investigations of the property reveal the presence of oil tanks, gas tanks and oil reservoirs over the years.

18. The ICDC Site is currently occupied by tenants engaged in light to heavy industrial activities including, but not limited to, auto repair and service centers, metal fabrication, welding, car detailing, painting, resin and plastics manufacturing including color additive technology, lawn and garden equipment service center, warehousing and assembly.

19. Various petroleum products (predominantly lubricating oils) are present at the ICDC Site. Hazardous materials present at the site include: Mono Ethanol Amine; Derakane Momentum 411-350 Epoxy (Vinal Ester Resin); Industrial Purple Cleaner and Degreaser; Mobil DTE Oil (lubricating oil); Mobil Velocite Oil (lubricating oil); Leahy-Wolf AW Hydraulic Lubricants #32, 46, 68, 100, 150 and 220; Styrene; Methyl methacrylate; Phosphoric acid;

**Hydrofluoric acid; Sodium hydroxide; Wallover Oil Company WS7350 (coolant/lubricant) and ECOBase Waterproofing membrane.**

**20. Tenants at the ICDC Site include, or recently included, the following:**

**(a) JB Industries manufactures equipment used in the installation of air conditioning equipment. Its processes include machining, paint, brazing, assembly, caustic cleaning and screw machine operations.**

**(b) Craftsman Tool manufactures injection molding dies, molds and equipment. Its processes include metal working, polishing, EDM, welding and finishing.**

**(c) Action Metals is a custom metal cutting shop. Its processes include flame cutting, abrasive cutting, metal working and various finishing processes.**

**(d) Hevco MFG manufactures aftermarket mower decks. Its processes include metal working, grinding, abrasive finishing, paint and assembly.**

**(e) Barnco fabricates metal sheds for farms and industry. Its processes include metal cutting, iron working, assembly and finishing.**

**(f) R&R Iron Works is an iron fabricator. Its processes include cutting, abrasive blasting, welding, brazing, soldering and painting.**

**21. Historical records available to date disclose numerous environmental releases at the ICDC Site including, but not limited to, the following:**

**(a) Mid-States Express Trucking Company, March 2006: release of diesel fuel;**

**(b) Universal Equipment, February 1988: blue waste paint or solvent leak;**

**(c) Best Blast Corporation, September 1990: improper handling of paint wastes and hazardous materials.**

(d) Clark Equipment, May 1974: air emissions for 10,000-gallon diesel fuel tank and 15,000-gallon hydraulic oil tank.

(e) JB Industries, April 1982: spill of PCBs.

22. BNSF or its consultants have observed widespread staining and numerous pools of what appeared to be petroleum products and/or hazardous substances throughout several of the tenant spaces of the ICDC Site. Heavy staining was observed throughout the concrete surface in the main manufacturing area along the northern portion of the ICDC Site. The concrete ground surface in those areas displayed various patches and cracks and "Oil Absorbent" was placed on the concrete surface surrounding equipment, drums, totes and tanks in the areas.

*Petroleum Constituents at the ICDC Site Did Not Come From the 1993 Collision*

23. BNSF's investigation pursuant to the Consent Order and the Amendment to the Consent Order has established that petroleum constituents and other contaminants present at the ICDC Site are not diesel fuel and/or otherwise did not come from the 1993 train collision.

24. On July 11, 2011, as part of its investigation under the Amendment to the Consent Order, consultants retained by BNSF recovered samples of sediment from Indian Creek at four locations on ICDC property (labeled S-7, S-8, S-9 and S-10), and at locations both upstream and downstream from ICDC's property. Three of the four samples taken on ICID property contained concentrations of polynuclear aromatic hydrocarbons (PAHs) in excess of the of IEPA's Baseline Sediment Clean-up Objectives for Petroleum Products. In particular, sediment sample S-07, located at the east end of ICDC's property across from an industrial building, and S-09, located near the exit points of four culverts from two different ICDC buildings, contained concentrations of PAHs of up to 11 and 17 PAHs in excess of Baseline Remediation Objectives.

25. The PAHs found in the sediment samples taken from Indian Creek on ICDC property could not have migrated from the January 20, 1993 diesel fuel spill on BNSF's property. The locations where the sediment samples were taken are up-gradient and/or cross-gradient from the location of the January 20, 1993 diesel fuel spill. Additionally, numerous soil samples have been taken from the ground, and numerous groundwater monitoring wells have been installed, at locations between the area of the January 20, 1993 diesel fuel spill and the location of the sediment samples from Indian Creek on ICDC's property; but none of those locations have revealed concentrations of PAHs that exceed applicable IEPA environmental clean-up objectives.

26. Forensic chemical analysis of liquid and soil samples from the ICDC Site indicates that the petroleum constituents found at the site are heavy fuel oil, not diesel fuel. For example:

(a) Liquid samples taken from monitoring wells over various periods exhibit biomarkers that are found in heavy fuel oil, but do not exist in diesel fuel because they are removed from diesel during distillation.

(b) Liquid samples taken from monitoring wells over various periods exhibit hydrocarbon ranges consistent with heavy fuel oil and not diesel fuel.

(c) Variations in the heavy fuel oil constituents found in soil samples taken from various locations on the site indicate that they come from different releases.

(d) Soil samples taken from the sanitary sewer line excavation exhibit compositions that are consistent with heavy fuel oil and not diesel fuel.

27. Upon review of the forensic chemical analysis submitted by BNSF, IEPA has acknowledged that "it is clear there is a heavy fuel oil present at the site." IEPA, however, has

required BNSF to conduct further investigation because of the possibility that a fraction of the petroleum constituents at the site could be "weathered diesel fuel."

***Respondents' Violations of Illinois Environmental Protection Act***

28. Section 21(e) of the Act, 415 ILCS 5/21(e), provides that no person shall "dispose, treat, store or abandon any waste . . . except at a site or facility which meets the requirements of the Act and of regulations and standards thereunder."

29. "Waste" is defined in the Act to include any "discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining and agricultural operations . . ." 415 ILCS 5/3.535.

30. Section 12(a) of the Act provides that no person shall

Cause or threaten or allow the discharge of any contaminants into the environment in any State so as to cause or tend to cause water pollution in Illinois, either alone or in combination with matter from other sources, or so as to violate regulations or standards adopted by the Pollution Control Board under this Act.

415 ILCS 5/12(a).

31. Section 12(d) of the Act provides that no person shall "deposit any contaminants upon the land in such a place and manner so as to cause a water pollution hazard." 415 ILCS 5/12(d).

32. Liability for pollution of land or water under the Act extends to any person who has control of the source of the pollution or who owns or controls the premises where the pollution occurs.

33. Respondents have caused or allowed contaminants as described previously in the sediments of Indian Creek on its property and is therefore in violation and liable under the aforesaid provisions Act.



34. Respondents have, on information and belief, caused or allowed other contaminants into the ground, soil and ground water on the ICDC Site alone or in combinations with contaminants from other sources; and are therefore in violation and liable under the aforesaid provisions Act.

35. The presence of environmental contaminants caused or allowed by Respondents on the ICDC Site is a continuing violation and will continue unless and until abated by order of the Pollution Control Board.

*Respondents' Liability for Contribution*

36. Section 22.2d(f) of the Act provides that

“any person may seek contribution from any other person who is liable for the costs of response actions under this Section. In resolving contribution claims, the Board or court may allocate response costs among liable parties using such equitable factors as the court determines are appropriate.”

415 ILCS 5/22.2d(f).

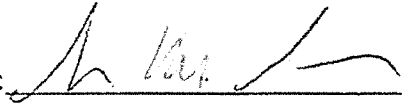
37. BNSF has been wrongfully required by IEPA to investigate and remediate contaminants on the ICDC Site when, in fact, Respondents are the parties responsible for the presence of those contaminants; and, BNSF has expended substantial sums of money to do so.

38. BNSF is entitled to a judgment in its favor and against Respondents in an amount equal to all of the costs that BNSF has incurred to investigate and remediate the ICDC Site. Alternatively, BNSF is entitled to a judgment in its favor and against Respondents in an amount commensurate with Respondents' comparative responsibility for the presence of contaminants on the ICDC Site.

WHEREFORE, Claimant, BNSF Railway Company, respectfully requests that Judgment by entered in its favor and against Respondents, Indian Creek Development Company and JB Industries, Inc. in an amount equal to the costs that BNSF has incurred to investigate and

remediate ICDC's property. Alternatively, BNSF is entitled to a judgment in its favor and against ICDC in an amount commensurate with ICDC's comparative responsibility for the presence of contaminants on its property.

BNSF RAILWAY COMPANY

By:   
One of Its Attorneys

Pam Nehring  
Sean M. Sullivan  
Jennifer Schuch  
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