

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS, )  
)  
)  
Complainant, )  
)  
vs. )  
)  
D & L DISPOSAL, L.L.C., a Delaware corporation, )  
)  
)  
Respondent. )

PCB No. 07-46  
(Enforcement)

RECEIVED  
CLERK'S OFFICE  
SEP 04 2008  
STATE OF ILLINOIS  
Pollution Control Board

NOTICE OF FILING

To: D & L Disposal, L.L.C.  
c/o Brian Konzen  
Lueders, Robertson & Konzen  
1939 Delmar Avenue  
P.O. Box 735  
Granite City, IL 62040

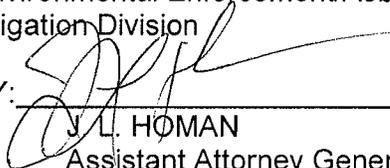
PLEASE TAKE NOTICE that on this date I mailed for filing with the Clerk of the Pollution Control Board of the State of Illinois, a MOTION FOR RELIEF FROM HEARING REQUIREMENT and STIPULATION AND PROPOSAL FOR SETTLEMENT, copies of which are attached hereto and herewith served upon you.

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:   
J.L. HOMAN  
Assistant Attorney General  
Environmental Bureau

500 South Second Street  
Springfield, Illinois 62706  
217/782-9031  
Dated: September 2, 2008

## CERTIFICATE OF SERVICE

I hereby certify that I did on September 2, 2008, send by First Class Mail, with postage thereon fully prepaid, by depositing in a United States Post Office Box a true and correct copy of the following instruments entitled NOTICE OF FILING, MOTION FOR RELIEF FROM HEARING REQUIREMENT and STIPULATION AND PROPOSAL FOR SETTLEMENT:

To: D & L Disposal, L.L.C.  
c/o Brian Konzen  
Lueders, Robertson & Konzen  
1939 Delmar Avenue  
P.O. Box 735  
Granite City, IL 62040

and the original and ten copies by First Class Mail with postage thereon fully prepaid of the same foregoing instrument(s):

To: John T. Therrault, Assistant Clerk  
Illinois Pollution Control Board  
James R. Thompson Center  
Suite 11-500  
100 West Randolph  
Chicago, Illinois 60601

A copy was also sent by First Class Mail with postage thereon fully prepaid to:

Carol Webb  
Hearing Officer  
Illinois Pollution Control Board  
1021 North Grand Avenue East  
Springfield, IL 62794

  
J. L. Homan  
Assistant Attorney General

This filing is submitted on recycled paper.

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

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PEOPLE OF THE STATE OF ILLINOIS, )  
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corporation, )  
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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) (2006), 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) (2006). In support of this motion, Complainant states as follows:

1. The parties have reached agreement on all outstanding issues in this matter.
2. This agreement is presented to the Board in a Stipulation and Proposal for Settlement, filed contemporaneously with this motion.
3. 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) (2006).

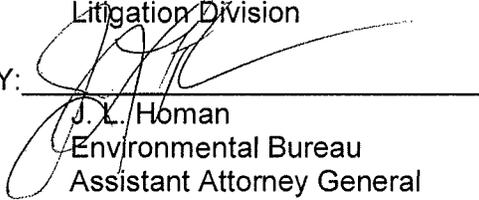
WHEREFORE, Complainant, PEOPLE OF THE STATE OF ILLINOIS, hereby requests that the Board grant this motion for relief from the hearing requirement set forth in Section 31(c)(1) of the Act, 415 ILCS 5/31(c)(1) (2006).

Respectfully submitted,

PEOPLE OF THE STATE OF ILLINOIS  
LISA MADIGAN  
ATTORNEY GENERAL

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

BY: \_\_\_\_\_

  
J. L. Homan  
Environmental Bureau  
Assistant Attorney General

500 South Second Street  
Springfield, Illinois 62706  
217/782-9031  
Dated: September 2, 2008

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

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D & L DISPOSAL L.L.C., a Delaware )  
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Respondent. )

PCB NO. 07-46  
(Enforcement)

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 D & L DISPOSAL L.L.C., ("Respondent"), 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.* (2006), and the Board's Regulations, alleged in the Complaint 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 to the Stipulation**

1. On December 13, 2006, a Complaint was filed on behalf of the People of

allegedly abandoned by a third party adjacent to the dumpster. Complainant acknowledges any alleged economic benefit is offset through the penalty and supplemental environmental project.

4. The supplemental environmental project credit along with assessed penalty in the amount of eight thousand five hundred dollars (\$8,500) is a reasonable amount based on the violations alleged in the Complaint, will serve to deter further violations of the Act and will aid in enhancing voluntary compliance with the Act.

5. In the past five years Respondent D & L Disposal has had no other violations.

6. Self-disclosure is not at issue in this matter. Tim Curry, a former manager of the Respondent, reported the incident to the Illinois EPA.

7. The settlement of this matter includes a supplemental environmental project as set forth in Section VIII.B of this Stipulation.

## V. TERMS OF SETTLEMENT

### A. Penalty Payment

1. The Respondent shall pay a civil penalty in the sum of Eight Thousand Five Hundred Dollars (\$8,500.00) within thirty (30) days from the date the Board adopts and accepts this Stipulation.

### B. Stipulated Penalties, Interest and Default

1. If the Respondent fails to complete any activity or fails to comply with any response or reporting requirement by the date specified in this Stipulation, the Respondent shall provide notice to the Complainant and the Illinois EPA of each failure to comply with this Stipulation and shall pay stipulated penalties in the amount of fifty dollars (\$50.00) per day until such time that compliance is achieved. The Complainant may make a demand for stipulated penalties upon the Respondent for its noncompliance with this Stipulation. However, failure by

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 (2006), against the Respondent.

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 (2006).

3. At all times relevant to the Complaint, Respondent was and is a Delaware corporation that is authorized to transact business in the State of Illinois. At all times relevant to the Complaint, Respondent owned and operated a facility located at 900 Willard Street, Greenville, Bond County, Illinois ("site").

4. Sometime in early July of 2003, on a date better known to the Respondent, a glass vial of mercury was found by a D & L driver to have been discarded or abandoned at or in a D & L dumpster near Carlyle Lake. A D & L supervisor was alerted to this discovery and brought the mercury to the D & L office in Greenville, placing it in the drawer of his desk.

5. On July 9, 2004, the glass vial of mercury broke after being placed in a trash bag at the D & L office. The mercury waste spilled outside of the office on a wooden deck and in the parking lot as the trash bag was taken to a plastic garbage container. D & L notified the Bond County Health Department of the spill and the County reported it to the Illinois EPA. Tim Curry, one of the former managers of the Respondent, also reported the spill to the Illinois EPA.

4. D & L Disposal did not knowingly transport, store, handle or improperly dispose of materials considered hazardous. The hazardous materials in the instant

case consist of one vial of mercury, with a gross weight of less than four ounces.

## **B. Allegations of Non-Compliance**

Complainant contends that the Respondent has violated the following provisions of the Act and Board regulations:

- Count I: By conducting a hazardous waste transportation operation without a permit issued by the Agency and in violation of the regulations, the Respondent violated 415 ILCS 5/21(g) (2006), and by failing to make a required hazardous waste determination and failing to obtain an EPA identification number prior to transporting waste mercury, the Respondent has violated Section 21(f)(2) of the Act, 415 ILCS 5/21(f)(2) (2006), and 35 Ill. Adm. Code 722.111, 723.111(a).
- Count II: By conducting a hazardous waste storage operation at a facility which does not meet the requirements of the Act and regulations for hazardous waste storage, and by conducting such a hazardous waste storage operation without a permit issued by the Agency and in violation of the regulations adopted by the Board, the Respondent has violated Section 21(e) and (f) of the Act, 415 ILCS 5/21(e) and (f) (2006).
- Count III: By disposing of a hazardous waste at a facility that does not meet the requirements of the Act and regulations, and by disposing of the hazardous waste without an RCRA permit, the Respondent has violated Section 21(e) and (f) of the Act, 415 ILCS 5/21(e) and (f) (2006), and 35 Ill. Adm. Code 728.134.

## **C. Non-Admission of Violations**

The Respondent represents that it has entered into this Stipulation for the purpose of settling and compromising disputed claims without having to incur the expense of contested litigation. By entering into this Stipulation and complying with its terms, the Respondent does not affirmatively admit the allegations of violation within the Complaint and referenced within

Section I.C herein, and this Stipulation shall not be interpreted as including such admission.

**D. Compliance Activities to Date**

Respondent implemented preventative measures subsequent to the alleged violations that are the subject of the Complaint in this matter. Specifically, the Respondent conducted employee training. Respondent has subsequently complied with the Act and the Board Regulations.

**II. APPLICABILITY**

This Stipulation shall apply to and be binding upon the Complainant, the Illinois EPA and the Respondent, and any officer, director, 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 officers, directors, 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 Complaint in this matter, for purposes of Sections 39 and 42 of the Act, 415 ILCS 5/39 and 42 (2006).

No change in ownership, corporate 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. For purposes of this section, penalties will not accrue if less notice is provided. 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. It shall not be regarded as a change in ownership, or a change in corporate status, should any publicly traded corporate entity affiliated with the Respondent be bought, sold, or merged with another publicly traded corporate entity.

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

Section 33(c) of the Act, 415 ILCS 5/33(c)(2006), 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 this Stipulation state the following:

1. The purpose of requiring that hazardous waste be properly characterized, transported, stored, and disposed is to protect the public from the threat of or actual land and water pollution. The environment was potentially threatened by Respondent's failing to so properly characterize, transport, store, and dispose of hazardous waste.
2. The parties agree that Respondent's waste hauling operation is of social and economic benefit.
3. The parties agree that Respondent's disposal operation is located in a suitable area.
4. It was practical and economically reasonable for Respondent to properly characterize, transport, store, and dispose of the hazardous waste.
5. Respondent implemented preventative measures subsequent to the alleged violations that are the subject of the Complaint in this matter. Specifically, the Respondent conducted employee training. Respondent has subsequently complied with the Act and the Board Regulations.

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

Section 42(h) of the Act, 415 ILCS 5/42(h)(2006), 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 this Stipulation state as follows:

1. The Complainant alleges that sometime in early July 2003, and on a date better known to the Respondent, a glass vial of mercury was found by a D & L driver near a D & L dumpster. The vial was placed in the desk drawer of a D & L employee at the facility. D & L Disposal did not knowingly transport, store, handle, or improperly dispose of, materials considered hazardous. The hazardous materials in the instant case consist of one vial of mercury, with a gross weight of less than four ounces.
2. Respondent implemented preventative measures subsequent to the alleged violations that are the subject of the Complaint in this matter. Specifically, the Respondent conducted employee training.
3. Respondent states it was not paid to transport or dispose of the mercury vial

the Complainant to make this demand shall not relieve the Respondent of the obligation to pay stipulated penalties. All stipulated penalties shall be payable within thirty (30) calendar days of the date the Respondent knows or should have known of its noncompliance with any provision of this Stipulation.

2. 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.

3. 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. 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 Respondent's facility which is the subject of this Stipulation, 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.

2. 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.

3. The Respondent shall cease and desist from future violations of the Act and Board Regulations that were the subject matter of the Complaint.

**E. Supplemental Environmental Project**

1. In order to promote the goals of the Act to restore, protect and enhance the quality of the environment, the Respondent shall perform the following supplemental environmental project ("SEP"). The settlement value of the SEP is forty-five thousand five hundred dollars (\$45,500.00) and will offset penalties sought by the Complainant and the Illinois EPA in this matter. The parties to this Stipulation agree that this SEP shall consist of one thousand three hundred tons (1,300) of landfill capacity, to be used at any of three landfills: Roxana, Litchfield-Hillsboro, and/or Bond County Landfill. The parties agree that this SEP

consists of disposal capacity that shall be credited toward the 1,300 tons total SEP capacity.

2. Respondent will provide the Complainant with landfill capacity for the disposal of not more than 1,300 tons of waste. The landfill capacity as calculated below, of municipal solid and non-hazardous special waste shall be at the landfills noted below provided said landfills are permitted to dispose of said waste ("Landfill Capacity"). The landfills where the landfill capacity will be provided to Complainant are: 1) Roxana, IL; and/or 2) Litchfield-Hillsboro Landfill, IL; and/or 3) Bond County Landfill, IL.

3. Respondent represents that it has the financial and contractual ability to legally commit the air space of 1,300 tons from the owners and operators of the designated landfills and that there is sufficient remaining disposal capacity at the designated landfills to provide the landfill capacity; however, if prior to the time Complainant uses all the landfill capacity, Respondent determines that there is not sufficient disposal capacity at any of the designated landfills to dispose of the waste to be transported by Complainant, then the landfill capacity shall be utilized at the remaining designated landfills that have sufficient disposal capacity;

4. The parties agree that the present value of the landfill capacity is approximately \$45,500, based on a gate rate of \$35.00/ton of waste for all landfills listed in paragraph a.

5. Complainant shall notify Respondent that it intends to utilize all or a portion of the landfill capacity at least 3 business days prior to the date the landfill capacity will be needed and may request which of the designated landfills Complainant would prefer to utilize for disposal of the waste. Respondent shall take into consideration Plaintiff's preferred designated landfill and shall designate which of the designated landfills will be utilized to provide the landfill capacity.

6. Upon disposal of the waste, Respondent shall prepare a gate receipt evidencing the amount of waste received, the tonnage, and the date of receipt. Copies of the receipts shall be forwarded to the parties named hereafter in Subparagraph j;

7. Complainant shall use its best efforts to utilize the landfill capacity within five years from the date of a Board Order accepting this Stipulation ("Landfill Capacity Usage Period" or "LCUP");

8. In the event that Complainant is unable to utilize the landfill capacity within the LCUP, despite its best efforts to do so, then, at Respondent's sole option and after receipt of a written request from either Complainant, or the Illinois EPA as described below:

- (i). Respondent may pay the remaining amount of the SEP value, as calculated under Subparagraph i.(i) below; or
- (ii) Respondent may extend the LCUP up to two (2) years, but in no event shall the extension last longer than seven (7) years from the date of a Board Order accepting this Stipulation. Either Complainant or the Illinois EPA shall make a written request to Respondent to extend the LCUP no later than 90 days prior to the expiration of the LCUP. Respondent shall respond to the request within 30 days of receipt. In the event that Respondent determines not to extend the LCUP, then the remaining amount of the SEP value, as calculated in Subparagraph i.(i) below, shall be due and owing within 120 days of written notice of the non-extension. Payment shall be made to the EPTF. Non-payment of the SEP amount outstanding within this period of time will be subject to interest, as provided below. Failure by either Complainant or the Illinois EPA to request an extension of time within the 90 days prior to expiration of the LCUP shall not adversely impact Complainant's right to utilize the landfill capacity under this SEP or right to payment of any remaining amount of SEP value that may be due under Subparagraph i.;

9. The remaining amount of the SEP value, described in Subparagraph 8. above, shall be calculated as follows:

- (i) At the end of the five (5) year LCUP, the remaining value of the SEP shall be the remaining tonnage multiplied by \$35.00/ton for all landfills.
- (ii) Any amounts owed Complainant shall be paid by certified check payable to the Illinois Environmental Protection Agency for deposit in the Environmental Protection Trust Fund and delivered to:

Illinois Environmental Protection Agency  
Fiscal Services Division  
1021 N. Grand Avenue East  
P.O. Box 19276  
Springfield, IL 62702-9276

The name and number of the case and Respondent's FEIN shall appear on the face of the certified check.

A copy of the payment transmittal and check shall be simultaneously submitted to:

Office of the Attorney General  
c/o Peggy Kingen  
Environmental Bureau  
500 South Second Street  
Springfield, IL 62706

10. For purposes of the notice provided for above, the parties may be notified by contact with the following persons or their designee:

For Complainant:

J. Homan  
Office of the Attorney General  
Environmental Bureau  
500 South Second Street  
Springfield, IL 62706

Chris Cahnovsky  
Illinois EPA Collinsville Regional Office  
2009 Mall Street  
Collinsville, IL 62234

Melanie Jarvis  
Illinois EPA  
1021 N. Grand Ave. East  
P.O. Box 19276  
Springfield, IL 62794-9276

For Respondent:

Brian Konzen  
Lueders, Robertson & Konzen LLC  
1939 Delmar Avenue

P.O. Box 735  
Granite City, Illinois 62040

11. Within thirty (30) days of the completion of the SEP, the Respondent shall submit a project completion report, including a summary of all expenditures, to the contact persons identified in Section V.G for review and confirmation that the SEP was performed pursuant to this Stipulation. The project completion report shall include the following certification by a responsible corporate official of the Respondent:

I certify under penalty of law that this document was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted based on my inquiry of those persons directly responsible for gathering the information, and that the information submitted in or accompanying this notification of final compliance is to the best of my knowledge true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and or imprisonment for knowing violations.

In the event that the SEP cannot be completed within the time frames stated in section V(E)(8), the Respondent shall pay the remaining amount of the SEP value, as calculated in accordance with section V(E)(9), above, no later than that date by which the SEP should have been completed.

12. By signature on this Stipulation, the Respondent certifies that, as of the date of entry of this Order, it is not required to perform or develop the foregoing SEP by any federal, state or local law or regulation, nor is it required to perform or develop the SEP by agreement or injunctive relief in any other case. The Respondent further certifies that it has not received, and is not presently negotiating to receive credit for, the SEP in any other enforcement action.

13. Any public statement, oral or written, in print, film or other media, made by the Respondent making reference to any SEP shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action taken by the Illinois Attorney General and the Illinois EPA for alleged violations of the Illinois Environmental

Protection Act and regulations promulgated thereunder.”

**F. Release from Liability**

In consideration of the Respondent’s payment of the \$8,500.00 penalty and any specified costs and accrued interest, completion of all activities required hereunder, and upon the Board’s approval of this Stipulation, the Complainant releases, waives and discharges the Respondent from any further liability or penalties for the violations of the Act and Board Regulations that were the subject matter of the Complaint herein. The release set forth above does not extend to any matters other than those expressly specified in Complainant’s Complaint filed on December 13, 2006. 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 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 the Respondent.

**G. 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

J. L. Homan  
Assistant Attorney General  
Environmental Bureau  
500 South Second Street  
Springfield, Illinois 62702

As to the Illinois EPA

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

Chris Cahnovski  
Illinois EPA  
1021 North Grand Avenue East  
P.O. Box 19276  
Springfield, Illinois 62794-9276

As to the Respondent

Brian Konzen  
Lueders Roberts and Konzen, LLC  
1939 Delmar Avenue  
P.O. Box 735  
Granite City, IL 62040

## **H. 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 parties to this Stipulation 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 VIII.G. 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.

## **I. Execution of Stipulation**

The undersigned representatives for each party to this 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, the parties to this Stipulation request that the Board adopt and accept the foregoing Stipulation and Proposal for Settlement as written.

PEOPLE OF THE STATE OF ILLINOIS,

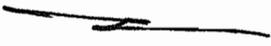
FOR THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

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

BY:

  
\_\_\_\_\_  
ROBERT A. MESSINA  
Chief Legal Counsel

DATE:

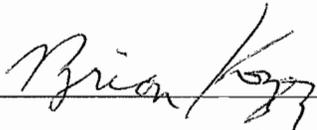
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D & L DISPOSAL, L.L.C.

BY:

  
\_\_\_\_\_  
Name: Brian Kenzen

DATE:

8/15/08

Title:

attorney