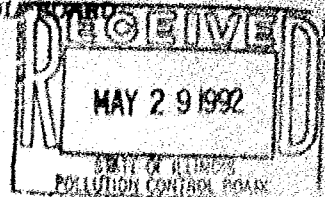


BEFORE THE ILLINOIS POLLUTION CONTROL BOARD



LAKE COUNTY FOREST PRESERVE
DISTRICT, a body corporate and
politic in the County of Lake,
State of Illinois,

Complainant,

vs.

PCB No. 92-80

NEIL OSTRO; JANET OSTRO; and
BIG FOOT ENTERPRISES,

Respondents.

NOTICE OF FILING

To: Neil Ostro
P.O. Box 318
Wadsworth, Illinois 60083

PLEASE TAKE NOTICE that I have today filed with the Office of the Clerk of the Pollution Control Board the Complaint of Lake County Forest Preserve District, a copy of which is herewith served upon you.

Respectfully Submitted,

LAKE COUNTY FOREST PRESERVE
DISTRICT

By: Peter M. Friedman
One of its Attorneys

Nicholas J. Bua
Mark E. Burkland
Peter M. Friedman
Burke, Bosselman & Weaver
55 West Monroe Street
Suite 800
Chicago, Illinois 60603
312/263-3600

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

LAKE COUNTY FOREST PRESERVE
DISTRICT, a body corporate and
politic in the County of Lake,
State of Illinois,

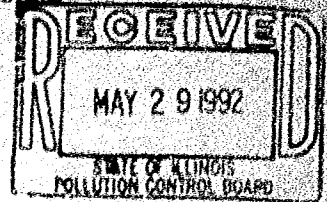
Complainant,

vs.

NEIL OSTRO; JANET OSTRO; and
BIG FOOT ENTERPRISES,

Respondents.

PCB No. 92-80



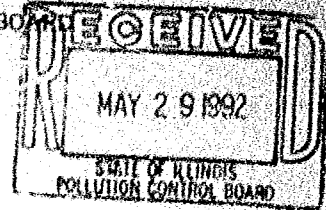
APPEARANCE

I hereby file my appearance in this proceeding, on behalf of
the Lake County Forest Preserve District.


Peter M. Friedman

Peter M. Friedman
Burke, Bosselman & Weaver
55 West Monroe Street
Suite 800
Chicago, Illinois 60603
312/263-3600

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD



LAKE COUNTY FOREST PRESERVE
DISTRICT, a body corporate and
politic in the County of Lake,
State of Illinois,

Complainant,

vs.

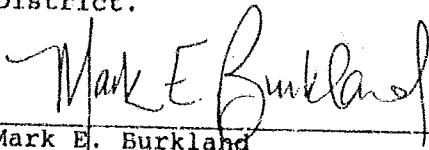
PCB No. 92-80

NEIL OSTRO; JANET OSTRO; and
BIG FOOT ENTERPRISES,

Respondents.

APPEARANCE

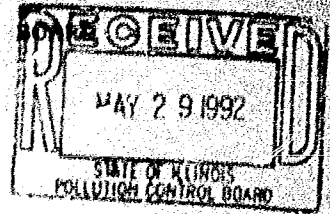
I hereby file my appearance in this proceeding, on behalf of
the Lake County Forest Preserve District.



Mark E. Burkland

Mark E. Burkland
Burke, Bosselman & Weaver
55 West Monroe Street
Suite 800
Chicago, Illinois 60603
312/263-3600

BEFORE THE ILLINOIS POLLUTION CONTROL



LAKE COUNTY FOREST PRESERVE
DISTRICT, a body corporate and
politic in the County of Lake,
State of Illinois,

Complainant,

vs.

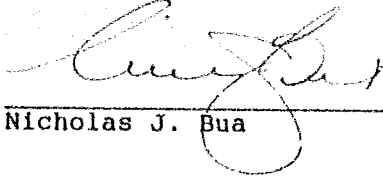
PCB No. 92-88

NEIL OSTRO; JANET OSTRO; and
BIG FOOT ENTERPRISES,

Respondents.

APPEARANCE

I hereby file my appearance in this proceeding, on behalf of
the Lake County Forest Preserve District.

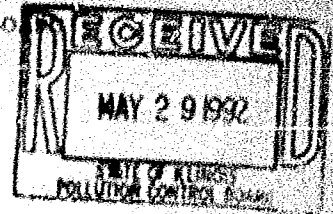


Nicholas J. Bua

Nicholas J. Bua
Burke, Bosselman & Weaver
55 West Monroe Street
Suite 800
Chicago, Illinois 60603
312/263-3600

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BEFORE THE ILLINOIS POLLUTION CONTROL BOARD



LAKE COUNTY FOREST PRESERVE)
DISTRICT, a body corporate and)
politic in the County of Lake,)
State of Illinois.)

Complainant.)

vs.)

PCB No. 92-80

NEIL OSTRO; JANET OSTRO; and)
BIG FOOT ENTERPRISES,)

Respondents.)

COMPLAINT FOR ENVIRONMENTAL REMEDIATION AND CIVIL PENALTIES

Complainant Lake County Forest Preserve District, by its attorneys Burke, Bosselman & Weaver, complains against Respondents as follows:

NATURE OF ACTION

1. This is an enforcement action brought pursuant to Section 31(b) of the Illinois Environmental Protection Act (the "Act"), Ill. Rev. Stat. ch. 111½, § 1031(b).

2. Complainant Lake County Forest Preserve District (the "Forest Preserve") seeks to recover from Respondents the costs that the Forest Preserve previously incurred and in the future will incur as a result of Respondents' improper storage, disposal, and handling of hazardous substances on property commonly known as 35372 Highway 45, Lake Villa, Illinois, and legally described in Exhibit A attached hereto (the "Ostro Property" or the "Site").

3. The Forest Preserve also seeks an order of abatement requiring Respondents to remediate the environmental hazards that exist on the Site.

PARTIES

4. The Forest Preserve is a body politic and corporate, organized and existing under the Downstate Forest Preserve District Act, Ill. Rev. Stat. ch. 96½, §§ 6301 et seq.

5. Respondents are the former owners and/or operators of the Site.

THE SITE

6. The Ostro Property is an approximately 15.4-acre tract of land located at the northwest corner of Sunshine Avenue and Route 45 in Lake Villa, Illinois.

BACKGROUND

7. Respondents purchased and took possession of the Ostro Property on or about May 1, 1970.

8. Prior to Respondents' purchase of the Ostro Property, the Ostro Property was utilized as a recreational camp for children, church groups, and retreats. The camp was known as Camp Malibu.

9. Camp Malibu continued to operate on the Ostro Property after Respondents took possession until the late 1970s or early 1980s.

10. On or about May 7, 1986, Janet Ostro obtained legal title to the Ostro Property.

11. Neil Ostro and Janet Ostro lived in a single family residence on the Ostro Property until May 1988.

12. Neil Ostro and Janet Ostro operated a landscaping and excavating business known as Big Foot, Inc. or Big Foot Enterprises (collectively referred to as "Big Foot Enterprises") during the time that they possessed or owned the Ostro Property.

13. Neil Ostro and Janet Ostro used approximately 10 acres of the Ostro Property for the operations of Big Foot Enterprises.

14. Neil Ostro and Janet Ostro allowed an approximately two-acre portion of the Ostro Property located along Route 45 (the "Fill Area") to be filled with road fill materials including, but not limited to, concrete, gravel, dirt, broken clay pipe, blue clay, rock, and plaster board debris.

15. In addition, Neil Ostro and Janet Ostro, individually or through Big Foot Enterprises, placed clay, black dirt, and gravel in the Fill Area.

16. Neil Ostro and Janet Ostro, individually or through Big Foot Enterprises, also allowed the Fill Area and other portions of the Ostro Property to be used for the disposal of cans, barrels, and drums containing hazardous waste.

17. On June 3, 1988, the Forest Preserve filed a complaint for condemnation in the Illinois Circuit Court for the Nineteenth Judicial Circuit to acquire fee simple title to the Ostro Property (Case No. 88 ED 26). A copy of the complaint for condemnation is attached hereto as Exhibit B.

18. The Forest Preserve sought to condemn the Ostro Property for use as a forest preserve for public education, pleasure and recreation, and for flood control purposes.

19. On October 12, 1989, an attorney for the Forest Preserve took the discovery deposition of Neil Ostro in Case No. 88 ED 26. A copy of the transcript of Neil Ostro's discovery deposition is attached hereto as Exhibit C.

20. Neil Ostro testified under oath during his October 12, 1989, discovery deposition that he was not aware of any cans, barrels, drums, or other types of containers buried, dumped, placed, or filled on the Ostro Property.

21. On December 22, 1989, the Forest Preserve acquired fee simple title to the Ostro Property by judgment order entered December 18, 1989, in Case No. 88 ED 26 by depositing \$385,000 with the County Treasurer. A copy of the judgment order is attached hereto as Exhibit D. A copy of the County Treasurer's receipt is attached hereto as Exhibit E.

22. Following its acquisition of the Ostro Property, the Forest Preserve discovered hazardous materials and wastes on the property including, but not limited to, numerous 55-gallon barrels that were badly deteriorated and leaking and that contained unknown substances.

23. Test results provided later to the Forest Preserve by the Illinois Environmental Protection Agency (the "IEPA") reveal that the hazardous substances in the 55-gallon barrels are "Class F" listed hazardous wastes under 35 Ill. Admin. Code § 721.131.

24. The hazardous materials discovered by the Forest Preserve were placed on the Ostro Property before the Forest Preserve's acquisition and during the time that the Respondents owned or possessed the Site and operated Big Foot Enterprises thereon.

25. In addition, Neil Ostro was specifically aware that hazardous wastes were located on the Ostro Property before it was transferred to the Forest Preserve, contrary to his October 12, 1989, testimony under oath.

26. After discovery of the hazardous substances and waste, the Forest Preserve demanded that Neil Ostro and Janet Ostro take action immediately to eliminate the contamination of the Ostro Property. A copy of the Forest Preserve demand letters are attached hereto as Exhibits F and G.

27. In May or June, 1991, the Forest Preserve and Neil Ostro and Janet Ostro reached an oral agreement pursuant to which the Forest Preserve would enter into a contract with a qualified environmental remediation company and accomplish the environmental remediation of the Ostro Property at the expense of Neil Ostro and Janet Ostro; provided, however, that the contract would not be awarded until Neil Ostro and Janet Ostro deposited funds into an escrow account to pay for the costs of the work. A copy of a transmittal letter and a proposed written agreement setting forth the terms of the oral agreement are attached hereto as Exhibits H and I.

28. Neil Ostro and Janet Ostro refused to execute the proposed written agreement and refused the Forest Preserve's

demand that they fund an account to cover the costs incurred under the contract.

29. The Forest Preserve also directed Neil Ostro and Janet Ostro to contact officials at the IEPA to coordinate remediation efforts on the Site, and the Forest Preserve provided Neil Ostro and Janet Ostro with the name and telephone number of an official in that agency's Springfield voluntary compliance program.

30. Although Neil Ostro and Janet Ostro were in direct contact with the IEPA, they took no action in coordination with the IEPA to remediate the Site.

31. Subsequently, on or about November 11, 1991, Neil Ostro and Janet Ostro, individually or through Big Foot Enterprises, illegally entered onto the Site and emptied and removed most but not all of the cans, barrels, and drums from the Site.

32. Neil Ostro and Janet Ostro, individually or through Big Foot Enterprises, were not authorized or given permission by the Forest Preserve to enter onto the Site.

33. Neil Ostro and Janet Ostro, individually or through Big Foot Enterprises, improperly emptied the hazardous substances and waste from the cans, barrels, and drums into "overpacks" and placed the overpacks on public property just outside of the fence that encircles the Site.

34. Neil Ostro and Janet Ostro, individually or through Big Foot Enterprises, without proper legal authorization or permission, transported the broken and deteriorated cans, barrels, and drums off the Site.

15. The Forest Preserve does not know where the cans, barrels, and drums removed by Neil Ostro and Janet Ostro, individually or through Big Foot Enterprises, were taken.

16. During the process of emptying and removing the cans, barrels, and drums, Neil Ostro and Janet Ostro, individually or through Big Foot Enterprises, caused the contents of many of the cans, barrels, and drums to spill and leak into the soil on the Site.

17. The Forest Preserve sent to Neil Ostro a letter explicitly prohibiting Neil Ostro or Janet Ostro from entering onto the Site again. A copy of the Forest Preserve letter is attached hereto as Exhibit J.

18. Subsequent to the illegal activities undertaken by Neil Ostro and Janet Ostro, individually or through Big Foot Enterprises, the Forest Preserve drafted a remediation contract, advertised for bids, and awarded the remediation contract to a qualified environmental remediation company (the "Contractor") to completely remediate the environmental damage to the Site.

19. During its work investigating the Site and excavating soil contaminated by the hazardous materials deposited by Neil Ostro and Janet Ostro, individually or through Big Foot Enterprises, the Contractor discovered a largely decomposed barrel approximately 15-20 feet away from the location of the cans, barrels, and drums that Neil Ostro and Janet Ostro, individually or through Big Foot Enterprises, had previously attempted to remove. The Contractor has properly packaged the additional hazardous substances and waste to prevent further contamination.

40. During its investigation, the Contractor discovered that one of the two overpacks used by Neil Ostro and Janet Ostro, individually or through Big Foot Enterprises, during their attempted removal activities, contains the remains of a barrel and liquid solvents apparently constituting consolidation of the contents of a number of barrels, the whereabouts of which are not known to the Forest Preserve.

41. The second overpack contains the remains of another barrel plus solid paint solvents.

42. The Site still contains hazardous substances and wastes, including contaminated soil, that must be removed.

43. The Forest Preserve has incurred costs in excess of \$33,000, through April 30, 1992, in connection with its response activities conducted at the Site.

44. The Forest Preserve will incur substantial additional costs in connection with future response activities conducted at the Site, which costs are estimated to be, in total, approximately \$1,000,000 or more.

VIOLATIONS

45. During the period beginning on or about May 1, 1970, and continuing to December 22, 1989, Neil Ostro and Janet Ostro, individually or through Big Foot Enterprises, deposited contaminants upon the Site in such place and manner as to create a water pollution hazard, in violation of Section 12(d) of the Illinois Environmental Protection Act (the "Act"), Ill. Rev. Stat. ch. 111½, ¶ 1012(d).

46. During the period beginning on or about May 1, 1970, and continuing to December 22, 1989, Neil Ostro and Janet Ostro, individually or through Big Foot Enterprises, caused or allowed the open dumping of waste on the Site, in violation of Section 21(a) of the Act, Ill. Rev. Stat. ch. 111½, § 1021(a).

47. On or about November 11, 1991, Neil Ostro and Janet Ostro, individually or through Big Foot Enterprises, abandoned, dumped, and deposited waste upon public property, in violation of Section 21(b) of the Act, Ill. Rev. Stat. ch. 111½, § 1021(b).

48. During the period beginning on or about May 1, 1970, and continuing to December 22, 1989, Neil Ostro and Janet Ostro, individually or through Big Foot Enterprises, stored and disposed of waste at a facility which did not meet the requirements of the Act and of the regulations and standards thereunder, in violation of Section 21(e) of the Act, Ill. Rev. Stat. ch. 111½, § 1021(e).

49. During the period beginning on or about May 1, 1970, and continuing to December 22, 1989, Neil Ostro and Janet Ostro, individually or through Big Foot Enterprises, conducted a hazardous waste-storage and hazardous waste-disposal operation without the required permit, and in violation of regulations and standards adopted by the Board under the Act, in violation of Section 21(f) of the Act, Ill. Rev. Stat. ch. 111½, § 1021(f).

50. Pursuant to the judgment order entered on December 18, 1989, Neil Ostro and Janet Ostro transferred their interest in the Site, which had been used as a hazardous waste disposal site, without written notification of the transfer to the Illinois Environmental Protection Agency or to the Forest Preserve in

violation of Section 21(n) of the Act, 111. Rev. Stat. ch. 111, § 1021(n).

WHEREFORE, Complainant Lake County Forest Preserve District prays as follows:

1. That the Board set a date for hearing, not less than 30 days from the date of service of this Complaint, before a hearing officer designated by the Board, at which time Respondents, Janet Oatro, Neil Oatro, and Big Foot Enterprises, shall be required to answer the allegations of this Complaint; and

2. That the Board thereafter enter an order directing Respondents:

(a) to cease and desist from attempting any additional unauthorized removal activities as described above at the Site;

(b) to abate the hazardous condition at the Site by (i) removing all hazardous materials from the Site, (ii) conducting a comprehensive environmental analysis of the Site, and (iii) undertaking the complete environmental remediation of the Site, pursuant to an abatement order issued by the Board;

(c) to do and perform such other acts as the Board shall deem appropriate under the circumstances; and

3. That the Board assess against respondents a penalty in the amount of up to \$50,000 for each violation, plus up to \$10,000 for each day each such violation continued.

LAKE COUNTY FOREST PRESERVE
DISTRICT

by

Mark E. Burkland
One of its attorneys

Nicholas J. Bua
Clifford L. Weaver
Mark E. Burkland
Peter M. Friedman
Burke, Rossmelman & Weaver
55 West Monroe Street
Suite 800
Chicago, Illinois 60603
312/263-3600

PROOF OF SERVICE

I, the undersigned, on oath state that I have served the attached Complaint on May 29, 1992, by registered mail, return receipt requested, upon the following persons:

Neil Ostro
P.O. Box 318
Wadsworth, IL 60083

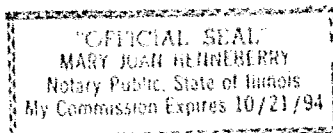
Janet Ostro
P.O. Box 318
Wadsworth, IL 60083

Big Foot Enterprises
c/o Mr. and Mrs. Neil Ostro
P.O. Box 318
Wadsworth, IL 60083

Lara M. Hall

SUBSCRIBED AND SWORN TO
BEFORE me this 29th day
of May, 1992.

Mary Joan Hennberry
Notary Public



List of Exhibits

- A Legal Description of Ostrin Property
- B Complaint for Condemnation
- C Neil Ostrin Discovery Deposition
- D December 10, 1989 Judgment Order
- E County Treasurer's Receipt
- F March 7, 1991 Forest Preserve Demand Letter
- G April 12, 1991 Forest Preserve Demand Letter
- H July 31, 1991 Forest Preserve Transmittal Letter
- I July 31, 1991 Proposed Agreement
- J November 15, 1991 Forest Preserve Letter