

**BEFORE THE ILLINOIS POLLUTION CONTROL BOARD**

PEOPLE OF THE STATE OF ILLINOIS, )  
)  
Complainant, )  
)  
vs. ) PCB NO. 2013-51  
) (Enforcement - Air)  
MIDWEST ENVIRONMENTAL )  
CONSULTING SERVICES, INC., an )  
Illinois corporation, and UNIVERSAL )  
ASBESTOS REMOVAL, INC., an )  
Illinois corporation, )  
)  
Respondents. )

**RECEIVED**  
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JUN 13 2013  
STATE OF ILLINOIS  
Pollution Control Board

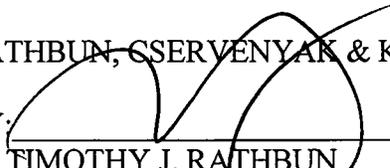
 **ORIGINAL**

**NOTICE OF FILING**

TO: Kathryn A. Pamerter  
Environmental Bureau  
State of Illinois  
Attorney General's Office  
69 West Washington Street #1800  
Chicago, IL 60602

Scott E. Nemanich  
Hinshaw & Culbertson, LLP  
14 West Cass Street  
Joliet, IL 60432

PLEASE TAKE NOTICE that I have caused to be filed with the Office of the Clerk of the Pollution Control Board on the 11<sup>th</sup> day of June, 2013, **Defendant, Universal Asbestos Removal, Inc.'s Motion for Leave to File Answer, Instantly.**

RATHBUN, CSERVENYAK & KOZOL, LLC  
BY:   
TIMOTHY J. RATHBUN  
3260 Executive Drive  
Joliet, Illinois 60431  
815-730-1977  
#02288575

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JUN 13 2013

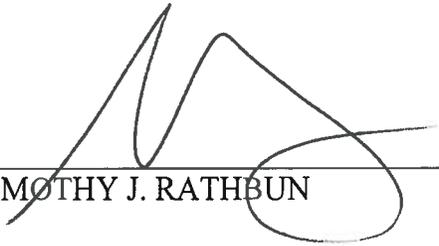
STATE OF ILLINOIS  
Pollution Control Board

CERTIFICATE OF SERVICE

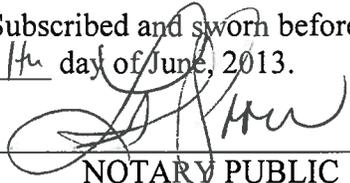
I, Timothy J. Rathbun, an Illinois licensed attorney, do certify that I caused to served this 11<sup>th</sup> day of June, 2013, the Notice of Filing and Appearance for Defendant, UNIVERSAL ASBESTOS REMOVAL, INC., upon the persons listed below by placing a true and correct copy in an envelope, first class postage prepaid, and depositing the same with the United States Postal Service at Joliet, Illinois, at or before the hour of 5:00 p.m.

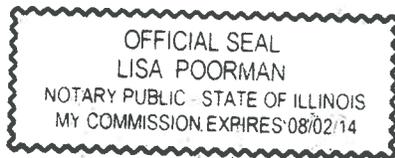
Kathryn A. Pamerter  
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69 West Washington Street #1800  
Chicago, IL 60602

Scott E. Nemanich  
Hinshaw & Culbertson, LLP  
14 West Cass Street  
Joliet, IL 60432

  
\_\_\_\_\_  
TIMOTHY J. RATHBUN

Subscribed and sworn before me this  
11<sup>th</sup> day of June, 2013.

  
\_\_\_\_\_  
NOTARY PUBLIC



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**MOTION FOR LEAVE TO FILE ANSWER, INSTANTER**

NOW COMES the Defendant, UNIVERSAL ASBESTOS REMOVAL, INC., by and through its attorneys, RATHBUN, CSERVENYAK & KOZOL, LLC, and hereby requests leave to file its answer in this matter, instanter.

RATHBUN, CSERVENYAK & KOZOL, LLC

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

TIMOTHY J. RATHBUN  
3260 Executive Drive  
Joliet, Illinois 60431  
(815) 730-1977  
ARDC No. 02288575

**BEFORE THE ILLINOIS POLLUTION CONTROL BOARD**

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**ANSWER TO COMPLAINT**

NOW COMES the UNIVERSAL ASBESTOS REMOVAL, INC. by and through its attorneys, RATHBUN, CSERVENYAK & KOZOL, LLC, and for its answer to the Plaintiff's Complaint, states as follows:

**COUNT I**

**AIR POLLUTION**

1. This Complaint is brought by the Attorney General on her own motion and at the request of the Illinois Environmental Protection Agency ("Illinois EPA"), pursuant to the terms and provisions of Section 31 of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/31 (2010).

**ANSWER: This Defendant admits the allegations contained in paragraph 1.**

2. The Illinois EPA is an agency of the State of Illinois created by the Illinois General Assembly in Section 4 of the Act, 415 ILCS 5/4 (2010), and charged with, *inter alia*, the duty of enforcing the Act.

**ANSWER: This Defendant admits the allegations contained in paragraph 2.**

3. At all times relevant to this complaint Respondent, MIDWEST ENVIRONMENTAL CONSULTING SERVICES INC. ("Midwest Environmental"), has been and is an Illinois corporation in good standing.

**ANSWER: This Defendant admits the allegations contained in paragraph 3.**

4. At all times relevant to this complaint, Midwest Environmental has been and is a full-service environmental consulting firm specializing in asbestos, lead, mold and industrial hygiene services, as well as site development.

**ANSWER: This Defendant admits the allegations contained in paragraph 4.**

5. At all times relevant to this complaint, Respondent, UNIVERSAL ASBESTOS REMOVAL, INC. ("Universal Asbestos"), has been and is an Illinois corporation in good standing.

**ANSWER: This Defendant admits the allegations contained in paragraph 5.**

6. At all times relevant to this complaint, Universal Asbestos has been and is an asbestos abatement contractor licensed by the Illinois Department of Public Health.

**ANSWER: This Defendant admits the allegations contained in paragraph 6.**

7. In at least 2010 and early 2011 the Bureau Valley Community Unit School District #340 ("School District") owned the Sheffield Elementary School, including the building and the property, located at 306 South East Street, Sheffield, Bureau County, Illinois (the "School").

**ANSWER: This Defendant admits the allegations contained in paragraph 7.**

8. In or about March 2010, and on such other dates better known to Midwest Environmental, the School District hired Midwest Environmental as the environmental consultant and project manager for asbestos removal at the School.

**ANSWER: This Defendant admits the allegations contained in paragraph 8.**

9. In or about April 2010, and on such dates better known to Universal Asbestos, the School District hired Universal Asbestos as the asbestos abatement contractor for asbestos removal at the School.

**ANSWER: This Defendant admits the allegations contained in paragraph 9.**

10. Midwest Environmental supervised Universal Asbestos' asbestos removal work at the School.

**ANSWER: This Defendant admits the allegations contained in paragraph 10.**

11. At the time of their retention by the School District, Respondents knew the School District intended to demolish the School following the completion of Respondents' asbestos removal work.

**ANSWER: This Defendant admits the allegations contained in paragraph 11.**

12. Between July 19, 2010 and August 6, 2010, and on such other dates better known to the Respondents, the Respondents conducted asbestos removal work at the School.

**ANSWER: This Defendant admits the allegations contained in paragraph 12.**

13. On or about December 2010, Champion Environmental Services, Inc., the demolition contractor hired by the School District ("Champion"), commenced the demolition of the School.

**ANSWER: This Defendant is not advised as to the truthfulness or the falsity of the allegations contained in paragraph 13, and neither admits nor denies the same, but demands strict proof thereof.**

14. On January 3, 2011, an Illinois EPA inspector conducted an inspection of the School, which had been partially demolished.

**ANSWER: This Defendant is not advised as to the truthfulness or the falsity of the allegations contained in paragraph 14, and neither admits nor denies the same, but demands strict proof thereof.**

15. During the January 3, 2011 inspection, disturbed, crushed and crumbled transite panels that previously had been put in place of certain windows at the School (the Panels"), were located on the ground on the north, east and south sides of the School.

**ANSWER: This Defendant is not advised as to the truthfulness or the falsity of the allegations contained in paragraph 15, and neither admits nor denies the same, but demands strict proof thereof.**

16. On January 3, 2011, approximately 450 square feet of transite material from the demolished Panels was on the ground at the School.

**ANSWER: This Defendant denies the allegations contained in paragraph 16.**

17. Transite is an asbestos-cement board product often utilized as siding.

**ANSWER: This Defendant denies the allegations contained in paragraph 17.**

18. On January 3, 2011, the Illinois EPA took four samples of the transite material. The sample results received on January 5, 2011 showed the following:

<b>Sample Location</b>	<b>Chrysotile Asbestos Level</b>
Transite on ground on south side of school	5-10 Percent
Transite on ground on south side of school	5-10 Percent
Transite on ground on east side of school	5-10 percent
Transite on ground on north side of school	5-10 percent

**ANSWER: This Defendant is not advised as to the truthfulness or the falsity of the allegations contained in paragraph 18; and hence, denies the allegations contained therein.**

19. During the January 3, 2011 inspection, pipe insulation was located on a pipe in the basement of the School, which was suspected to contain asbestos.

**ANSWER: This Defendant is not advised as to the truthfulness or the falsity of the allegations contained in paragraph 19, and hence, denies the allegations contained therein.**

20. On January 4, 2011, an Illinois EPA inspector conducted a further inspection of the School. During the January 4, 2011 inspection, there was disturbed transite in a section of the School that had not yet been demolished. In addition, pipe insulation and ceiling material containing asbestos existed at the School that had not been removed prior to demolition.

**ANSWER: This Defendant denies the allegations contained in paragraph 20.**

21. On January 4, 2011, the Illinois EPA took a sample of the ceiling and pipe Insulation. The sample results received on January 6, 2011 showed the following:

Sample Location	Chrysotile Asbestos Level
Ceiling Material	5-10 percent
Pipe Insulation	10-15 percent

**ANSWER: This Defendant is not advised as to the truthfulness or the falsity of the allegations contained in paragraph 21, and hence, denies the allegations contained therein.**

22. As a result of the January 3 and 4, 2011 inspections, Champion ceased the demolition project until the remaining Panels, pipe insulation and ceiling material containing asbestos were removed.

**ANSWER: This Defendant is not advised as to the truthfulness or the falsity of the allegations contained in paragraph 22, and hence, denies the allegations contained therein.**

23. In or about March 2011, approximately 25 transite panels, pipe insulation and ceiling material containing asbestos was removed from the School.

**ANSWER: This Defendant is not advised as to the truthfulness or the falsity of the allegations contained in paragraph 23, and hence, denies the allegations contained therein.**

24. Asbestos is a known human carcinogen that can cause or threaten to cause serious Health problems and for which there is no safe level of exposure.

**ANSWER: This Defendant admits the allegations contained in paragraph 24.**

25. Section 9(a) of the Act, 415 ILCS 5/9(a) (2010), provides as follows: No person shall:

- (a) Cause or threaten or allow the discharge or emission of any contaminant into the environment in any State so as to cause or tend to cause air pollution in Illinois, either alone or in combination with contaminants from other sources, or so as to violate regulations or standards adopted by the Board under this Act.

**ANSWER: This Defendant admits the allegations contained in paragraph 25.**

26. Section 201.141 of the Illinois Pollution Control Board's ("Board") air pollution regulations ("Board Air Pollution Regulations"), 35 Ill. Adm. Code 201.141, provides as follows:

No person shall cause or threaten or allow the discharge or emission of any contaminant into the environment in any State so as, either alone or in combination with contaminants from other sources, to cause or tend to cause air pollution in Illinois, or so as to violate the provisions of this Chapter, or so as to prevent the attainment or maintenance of any applicable ambient air quality standard.

**ANSWER: This Defendant admits the allegations contained in paragraph 26.**

27. Section 3.315 of the Act, 415 ILCS 5/3.315 (2010), provides as follows:

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, state agency, or any other legal entity, or their legal representative, agent or assigns.

**ANSWER: This Defendant admits the allegations contained in paragraph 27.**

28. As Illinois corporations, Respondents are each a "person" as that term is defined in Section 3.315 the Act, 415 ILCS 5/3.315 (2010).

**ANSWER: This Defendant admits the allegations contained in paragraph 28.**

29. Section 3.165 of the Act, 415 ILCS 5/3.165 (2010), contains the following definition:

"Contaminant" is any solid, liquid, or gaseous matter, any odor, or any form of Energy, from whatever source.

**ANSWER: This Defendant admits the allegations contained in paragraph 29.**

30. Asbestos is a contaminant as defined by Section 3.165 of the Act, 415 ILCS 5/3.165 (2010).

**ANSWER: This Defendant admits the allegations contained in paragraph 30.**

31. Section 3.115 of the Act, 415 ILCS 5/3.115 (2010), contains the following definition:

"Air Pollution" is the presence in the atmosphere of one or more contaminants in sufficient quantities and of such characteristics and duration as to be injurious to human, plant, or animal life, to health, or to property, or to unreasonably interfere with the enjoyment of life or property.

**ANSWER: This Defendant admits the allegations contained in paragraph 31.**

32. By failing to properly remove or cause the removal of the Panels, ceiling material and pipe insulation at the School prior to the commencement of the demolition of the School, Respondents threatened the discharge or emission of asbestos into the environment at and around the School.

**ANSWER: This Defendant denies the allegations contained in paragraph 32.**

33. By threatening the discharge or emission into the environment of asbestos, a contaminant that is a known human carcinogen, Respondents threatened the presence in the

atmosphere of asbestos in sufficient quantities and of such characteristics and duration as to be injurious to human health or property, or to unreasonably interfere with the enjoyment of life or property.

**ANSWER: This Defendant denies the allegations contained in paragraph 33.**

34. By threatening the discharge or emission of a contaminant so as to cause or tend to cause air pollution in Illinois, Respondents violated Section 9(a) of the Act, 415 ILCS 5/9(a) (2010), and Section 201.141 of the Board Air Pollution Regulations, 35 Ill. Adm. Code 201.141.

**ANSWER: This Defendant denies the allegations contained in paragraph 34.**

WHEREFORE, the Defendant, UNIVERSAL ASBESTOS REMOVAL, INC., prays that Plaintiff's Complaint be dismissed at its cost.

## **COUNT II**

### **FAILURE TO CONDUCT A THOROUGH INSPECTION**

1-28. Complainant realleges and incorporates herein by reference paragraphs 1 through 24 and 27 through 30 of Count I as paragraphs 1 through 28 of this Count II.

**ANSWER: For its answers to paragraphs 1 through 28 of Count II, this Defendant's answers to paragraphs 1 through 24 and 27 through 30 of Count I are realleged and incorporated herein by reference.**

29. Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2010), provides as follows:

(d) No person shall:

(1) violate any provisions of Sections 111, 112, 165, or 173 of the Clean Air Act, as now or hereafter amended, or federal regulations adopted pursuant thereto....

**ANSWER: This Defendant admits the allegations contained in paragraph 29.**

30. Section 112(d)(1) of the Clean Air Act ("CAA"), 42 U.S.C. § 7412(d)(1) (2010), provides, in pertinent part, as follows:

The Administrator shall promulgate regulations establishing emission standards for each category or subcategory of major sources and area sources of hazardous air pollutants listed for regulation ....

**ANSWER: This Defendant admits the allegations contained in paragraph 30.**

31. Section 112(b)(1) of the CAA, 42 U.S.C. § 7412(b)(1) (2010), provides, in pertinent part, as follows:

The Congress establishes for purposes of this section a list of hazardous air pollutants as follows:

**ANSWER: This Defendant admits the allegations contained in paragraph 31.**

32. Section 112(h)(1) of the CAA, 42 U.S.C. § 7412(h)(1) (2010), provides, in pertinent part, as follows:

For the purposes of this section, if it is not feasible in the judgment of the Administrator to prescribe or enforce an emission standard for control of a hazardous air pollutant or pollutants, the Administrator may, in lieu thereof, promulgate a design, equipment, work practice, or operational standard, or combination thereof, which in the Administrator's judgment is consistent with the provisions of subsection (d) or (f) of this section....

**ANSWER: This Defendant admits the allegations contained in paragraph 32.**

33. Section 302(a) of the CAA, 42 U.S.C. § 7602(a) (2010), defines Administrator as:

(a) The term "Administrator" means the Administrator of the Environmental Protection Agency.

**ANSWER: This Defendant admits the allegations contained in paragraph 33.**

34. On June 19, 1978, the Administrator determined that work practice standards rather than emission standards are appropriate in the regulation of asbestos, 43 Fed. Reg. 26372

(1978), and therefore, pursuant to Section 112 of the CAA, the Administrator of the United States Environmental Protection Agency ("USEPA") adopted National Emissions Standards for Hazardous Air Pollutants for asbestos (the "Asbestos NESHAP"), 40 C.F.R. Part 61, Subpart M.

**ANSWER: This Defendant admits the allegations contained in paragraph 34.**

35. Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141, provides the following definitions:

*Asbestos* means the asbestiform varieties of serpentinite (chrysotile), riebeckite (crocidolite), cummingtonite-grunerite, anthophyllite, and actinolite-tremolite.

*Category I nonfriable asbestos-containing material (ACM)* means asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in appendix E subpart E, 40 C.F.R. Part 763, section 1, Polarized Light Microscopy.

*Category II nonfriable ACM* means any material, excluding Category I nonfriable ACM, containing more than I percent asbestos as determined using the methods specified in appendix E, subpart E, 40 C.P.R. part 763, section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

*Demolition* means the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

*Facility* means any institutional, commercial, public, industrial, or residential structure, installation, or building ...; any ship; and any active or inactive waste disposal site. For purposes of this definition, any building, structure, or installation that contains a loft used as a dwelling is not considered a residential structure, installation, or building. Any structure, installation or building that was previously subject to this subpart is not excluded, regardless of its current use or function.

*Facility component* means any part of a facility including equipment.

*Friable asbestos material* means any material containing more than 1 percent asbestos as determined using the method specified in appendix E, subpart E, 40 C.P.R. part 763, section 1, Polarized Light Microscopy that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure....

*Owner or operator* of a demolition or renovation activity means any person who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any

person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both.

*Regulated asbestos-containing material* (RACM) means (a) Friable asbestos material, (b) Category I nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

*Remove* means to take- out RACM or facility components that contain or are covered with RACM from any facility.

*Renovation* means altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting structural members are wrecked or taken out are demolitions.

*Structural member* means any load-supporting member of a facility, such as beams and load supporting walls; or any nonload-supporting member, such as ceilings and non-load-supporting walls.

**ANSWER: This Defendant admits the allegations contained in paragraph 35.**

36. Section 61.02 of 40 C.F.R. 61, Subpart A, 40 C.F.R. § 61.02, provides the following definitions:

"Act" means the Clean *Air* Act (42 U.S.C. § 7401 *et seq.*)

"Administrator" means the Administrator of the Environmental Protection Agency or his authorized representative.

**ANSWER: This Defendant admits the allegations contained in paragraph 36.**

37. The School is a "facility" as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141.

**ANSWER: This Defendant admits the allegations contained in paragraph 37.**

38. The asbestos removal activities that occurred at the School during the period between July 19, 2010 and August 6, 2010, and on a date or dates better known to Respondents, are "renovation" as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.F.R. § 61.141.

**ANSWER: This Defendant denies the allegations contained in paragraph 38.**

39. Midwest Environmental, as the environmental consultant and project manager, and Universal Asbestos, as the asbestos abatement contractor, is each an "owner or operator" of a "renovation" activity, as those terms are defined in Section 61.141 of the Asbestos NESHAP.

**ANSWER: This Defendant denies the allegations contained in paragraph 39.**

40. Chrysotile asbestos in the pipe insulation, ceiling material and Panels found at the School is "asbestos" as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.P.R. § 61.141.

**ANSWER: This Defendant admits the allegations contained in paragraph 40.**

41. The dry, asbestos-containing pipe insulation and ceiling material at the School that could have been crumbled, pulverized and reduced to powder by hand pressure was "friable asbestos material" as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.P.R. § 61.141.

**ANSWER: This Defendant denies the allegations contained in paragraph 41.**

42. Prior to demolition activities, the Panels, which contained more than 1 percent asbestos and when dry, could not be crumbled, pulverized, or reduced to powder by hand pressure, constituted "Category II nonfriable ACM" as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.P.R. § 61.141.

**ANSWER: This Defendant denies the allegations contained in paragraph 42.**

43. During demolition activities, the Panels had a high probability of becoming and did become crumbled, pulverized, or reduced to powder by the forces expected to act on the material.

**ANSWER: This Defendant denies the allegations contained in paragraph 43.**

44. The pipe insulation, ceiling material and Panels are "RACM" as that term is defined in Section 61.141 of the Asbestos NESHAP, 40 C.P.R. § 61.141.

**ANSWER: This Defendant denies the allegations contained in paragraph 44.**

45. Section 61.145(a) of the Asbestos NESHAP, 40 C.P.R. § 61.145(a), provides, in pertinent part, as follows:

- (a) *Applicability.* To determine which requirements of paragraphs (a), (b), and (c) of this section apply to the owner or operator of a demolition or renovation activity and prior to the commencement of the demolition or renovation, thoroughly inspect the affected facility or part of the facility where the demolition or renovation operation will occur for the presence of asbestos, including Category I and Category II nonfriable ACM....

**ANSWER: This Defendant admits the allegations contained in paragraph 45.**

46. Prior to their renovation activities at the School, Respondents failed to thoroughly inspect for the presence of asbestos at the School, which was scheduled to be demolished following their renovation activities.

**ANSWER: This Defendant denies the allegations contained in paragraph 46.**

47. By failing to thoroughly inspect the School, Respondents violated Section 91.145(a) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2010).

**ANSWER: This Defendant denies the allegations contained in paragraph 47.**

WHEREFORE, the Defendant, UNIVERSAL ASBESTOS REMOVAL, INC., prays that Plaintiff's Complaint be dismissed at its cost.

**COUNT III**

**FAILURE TO PROPERLY REMOVE REGULATED ASBESTOS-CONTAINING MATERIALS**

1-46. Complainant realleges and incorporates herein by reference paragraphs I through 24 and 27 through 30 of Count I and paragraphs 29 through 46 of Count II as paragraphs 1 through 46 of this Count III.

**ANSWER: For its answers to paragraphs 1 through 46 of Count III, this Defendant's answers to paragraphs 1 through 24 and 27 through 30 of Count I and paragraphs 29 through 46 of Count II are realleged and incorporated herein by reference.**

47. Section 61.145(a) of the Asbestos NESHAP, 40 C.F.R. § 61.145(a), provides, in pertinent part, as follows:

*Applicability.* ... The requirements of paragraphs (b) and (c) of this section apply to each owner or operator of a demolition or renovation activity, including the removal of RACM as follows:

- (1) In a facility being demolished, all the requirements of paragraphs (b) and (c) of this section apply, except as provided in paragraph (a)(3) of this section, if the combined amount of RACM is
  - (i) At least 80 linear meters (260 linear feet) on pipes or at least 15 square meters (160 square feet) on or other facility components, or
  - (ii) At least 1 cubic meter (35 cubic feet) off facility components where the length or area could not be measured previously.
- (4) In a facility being renovated, including any individual nonscheduled renovation operation, all the requirements of paragraphs (b) and (c) of this section apply if the combined amount of RACM to be stripped, removed, dislodged, cut, drilled, or similarly disturbed is

- (i) At least 80 linear meters (260 linear feet) on pipes or at least 15 square meters (160 square feet) on other facility components, or
- (ii) At least 1 cubic meter (35 cubic feet) off facility components where the length or area could not be measured previously.

**ANSWER: This Defendant admits the allegations contained in paragraph 47.**

48. Midwest Environmental, as the project manager, and Universal Asbestos, as the abatement contractor, caused the "removal" of "RACM" from the School as those terms are defined in Section 61.141 of the Asbestos NESHAP, 40 C.P.R. § 61.141.

**ANSWER: This Defendant denies the allegations contained in paragraph 48.**

49. The scope of the "renovation" project at the School exceeded the Asbestos NESHAP threshold of 260 linear feet on pipes and/or 160 square feet on other facility components.

**ANSWER: This Defendant denies the allegations contained in paragraph 49.**

50. Section 61.145(c)(1) of the Asbestos NESHAP, 40 C.P.R. §61.145(c)(1) (2010) provides, in pertinent part, as follows:

- (c) *Procedures for asbestos emission control.* Each owner or operator of a demolition or renovation activity to whom this paragraph applies, according to paragraph (a) of this section, shall comply with the following procedures:

- (1) Remove all RACM from a facility being demolished or renovated before any activity begins that would break up, dislodge, or similarly disturb the material or preclude access to the material for subsequent removal...

**ANSWER: This Defendant admits the allegations contained in paragraph 50.**

51. Respondents failed to remove all RACM from the School during the course of their renovation project and prior to the commencement of the scheduled demolition activities that would break up, dislodge, or similarly disturb the material or preclude access to the material for subsequent removal.

**ANSWER: This Defendant denies the allegations contained in paragraph 51.**

52. By failing to remove all RACM from the School that was to be demolished, Respondents violated Section 61.145(c)(1) of the Asbestos NESHAP, 40 C.F.R. § 61.145(c)(1), and thereby violated Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2010).

**ANSWER: This Defendant denies the allegations contained in paragraph 52.**

WHEREFORE, the Defendant, UNIVERSAL ASBESTOS REMOVAL, INC., prays that Plaintiff's Complaint be dismissed at its cost.

RATHBUN, CSERVENYAK & KOZOL, LLC

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

TIMOTHY J. RATHBUN  
3260 Executive Drive  
Joliet, Illinois 60431  
(815) 730-1977  
ARDC No. 02288575

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JUN 13 2013

STATE OF ILLINOIS  
Pollution Control Board

**VERIFICATION**

Under penalties as provided by, the undersigned certifies the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters, the undersigned certifies as aforesaid that he verily believes the same to be true.

UNIVERSAL ASBESTOS REMOVAL, INC.

BY:

Its



Subscribed and sworn before me  
this 10<sup>TH</sup> day of JUNE, 2013.

  
NOTARY PUBLIC

"OFFICIAL SEAL"  
FRANCES NUEL  
Notary Public, State of Illinois  
My Commission Expires 03/12/2016

LAW OFFICES

CARL R. BUCK  
MARIO P. CARLASARE  
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June 11, 2013

Attn: Clerk  
Illinois Pollution Control Board  
James R. Thompson Center  
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**STATE OF ILLINOIS  
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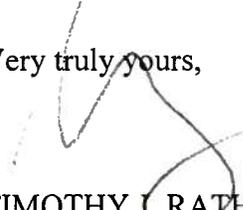
RE: People et al. v. Universal Asbestos Removal, Inc., et al., PCB No. 2013-51

Dear Sir or Madam:

Enclosed for filing in your office are an original and ten (10) copies of our Motion for Leave to File Answer to Complaint, Instantner, filed on behalf of Defendant, Universal Asbestos Removal, Inc.

Please acknowledge receipt by returning a file-stamped copy to us in the enclosed, self-addressed stamped envelope. Thank you.

Very truly yours,

  
TIMOTHY J. RATHBUN

TJR/ldp

Enclosure

cc: Parties of Record