

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

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

Complainant,)

v.)

RELIABLE MATERIALS LYONS, LLC, an)
Illinois limited liability company, GSG)
CONSULTANTS, INC., an Illinois corporation,)
O.C.A. CONSTRUCTION, INC., an Illinois)
corporation, SPEEDY GONZALEZ)
LANDSCAPING, INC., an Illinois corporation,)
PUBLIC BUILDING COMMISSION OF)
CHICAGO, an Illinois municipal corporation,)
BOARD OF EDUCATION OF THE CITY OF)
CHICAGO, a body politic and corporate,)

Respondents.)


PCB No. 12-52
(Enforcement - Land)

NOTICE OF FILING

TO: See Attached Service List

PLEASE TAKE NOTICE that on the 17th day of June, 2014 I filed with the Clerk of the Illinois Pollution Control Board a Stipulation and Proposal for Settlement with Respondent Reliable Materials Lyons, LLC only, and a Motion to Request Relief from Hearing Requirement, copies of which are attached hereto and are hereby served upon you.

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

BY: 
STEPHEN J. SYLVESTER

Assistant Attorney General
Environmental Bureau North
69 W. Washington St., Suite 1800
Chicago, Illinois 60602
(312) 814-2087
ssylvester@atg.state.il.us

DATE: June 17, 2014

SERVICE LIST

Mr. Bradley P. Halloran, Hearing Officer
Illinois Pollution Control Board
James R. Thompson Center, Suite 11-500
Chicago, Illinois 60601
halloranb@ipcb.state.il.us

Reliable Materials Lyons, LLC

Michael A. Stick
Butler Rubin Saltarelli & Boyd LLP
70 W. Madison Street, Suite 1800
Chicago, IL 60602
mstick@butlerrubin.com

GSG Consultants, Inc.

Joseph R. Podlewski, Jr.
Podlewski & Hanson
4721 Franklin Avenue
Suite 1500
Western Springs, IL 60558-1720
jpodlewski@live.com

O.C.A. Construction, Inc.

Kelly A. Heneghan
O.C.A. Construction, Inc.
10729 W. 159th St.
Orland Park, IL 60467
kelly@ocaconstruction.com

Board of Education of the City of Chicago

James A. Vega
Board of Education of the City of Chicago
Law Department
125 S. Clark Street, Suite 700
Chicago, IL 60603-5200
jvega@cps.k12.il.us

Public Building Commission of Chicago

Claire A. Manning
Brown, Hay & Stephens, LLP
205 S. Fifth Street, Suite 700
P.O. Box 2459
Springfield, IL 62705
cmanning@bhslaw.com

Speedy Gonzalez Landscaping, Inc.

Kevin B. Hynes
O'Keefe, Lyons & Hynes, LLC
30 N. LaSalle Street, Suite 4100
Chicago, IL 60602
kevinhynes@okeefe-law.com

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

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

Complainant,)

v.)

RELIABLE MATERIALS LYONS, LLC, an)
Illinois limited liability company, GSG)
CONSULTANTS, INC., an Illinois corporation,)
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CHICAGO, a body politic and corporate,)

Respondents.)

PCB No. 12-52
(Enforcement - Land)

**MOTION TO REQUEST RELIEF FROM HEARING REQUIREMENT
AS TO RESPONDENT RELIABLE MATERIALS LYONS, LLC ONLY**

NOW COMES the Complainant, PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of the State of Illinois, and requests relief from the hearing requirement in the above-captioned matter as to the following Respondent only, RELIABLE MATERIALS LYONS, LLC, an Illinois limited liability company. In support thereof, the Complainant states as follows:

1. On September 26, 2011, a Complaint was filed with the Illinois Pollution Control Board ("Board") in this matter. On June 17, 2014 a Stipulation and Proposal for Settlement was filed with the Board in this matter with Reliable Materials Lyons, LLC only.

2. Section 31(c)(2) of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/31(c)(2) (2012), effective August 1, 1996, allows the parties in certain enforcement cases to

request relief from the mandatory hearing requirement where the parties have submitted to the Board a stipulation and proposal for settlement.

3. Section 31(c)(2) of the Act, 415 5/31(c)(2) (2012), provides as follows:

Notwithstanding the provisions of subdivision (1) of this subsection (c), whenever a complaint has been filed on behalf of the Agency or by the People of the State of Illinois, the parties may file with the Board a stipulation and proposal for settlement accompanied by a request for relief from the requirement of a hearing pursuant to subdivision (1). Unless the Board, in its discretion, concludes that a hearing will be held, the Board shall cause notice of the stipulation, proposal and request for relief to be published and sent in the same manner as is required for hearing pursuant to subdivision (1) of this subsection. The notice shall include a statement that any person may file a written demand for hearing within 21 days after receiving the notice. If any person files a timely written demand for hearing, the Board shall deny the request for relief from a hearing and shall hold a hearing in accordance with the provisions of subdivision (1).

4. No hearing is currently scheduled in the instant case.

5. The Complainant requests the relief conferred by Section 31(c)(2) of the Act, 415 ILCS 5/31(c)(2) (2012).

WHEREFORE, the Complainant, PEOPLE OF THE STATE OF ILLINOIS, by LISA MADIGAN, Attorney General of the State of Illinois, requests relief from the requirement of a hearing pursuant to 415 ILCS 5/31(c)(2) (2012).

Respectfully submitted,

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

BY:


STEPHEN J. SYLVESTER
Assistant Attorney General
Environmental Bureau North
69 W. Washington St., Suite 1800
Chicago, Illinois 60602
(312) 814-2087
ssylvester@atg.state.il.us

CERTIFICATE OF SERVICE

I, STEPHEN J. SYLVESTER, an Assistant Attorney General in this case, do certify that I caused to be served this 17th day of June, 2014 the foregoing Stipulation and Proposal for Settlement with Reliable Materials Lyons, LLC only, Motion to Request Relief from Hearing Requirement and Notice of Filing upon the persons listed on the Service List by electronic mail and by depositing same in an envelope, first class postage prepaid, with the United States Postal Service at 100 West Randolph Street, Chicago, Illinois, at or before the hour of 5:00 p.m.


STEPHEN J. SYLVESTER

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS,)
)
 Complainant,)
)
 v.)
)
 RELIABLE MATERIALS LYONS, LLC, an)
 Illinois limited liability company, GSG)
 CONSULTANTS, INC., an Illinois corporation,)
 O.C.A. CONSTRUCTION, INC., an Illinois)
 corporation, SPEEDY GONZALEZ)
 LANDSCAPING, INC., an Illinois corporation,)
 PUBLIC BUILDING COMMISSION OF)
 CHICAGO, an Illinois municipal corporation,)
 BOARD OF EDUCATION OF THE CITY OF)
 CHICAGO, a body politic and corporate,)
)
 Respondents.)

PCB No. 12-52
(Enforcement - Land)

**STIPULATION AND PROPOSAL FOR SETTLEMENT
WITH RESPONDENT RELIABLE MATERIALS LYONS, LLC ONLY**

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 RELIABLE MATERIALS LYONS, LLC (“Respondent” or “Reliable”) only (collectively “Parties to the Stipulation”) have agreed to the making of this Stipulation and Proposal for Settlement (“Stipulation”) and submit it to the Illinois Pollution Control Board (“Board”) for approval. This stipulation of facts is made and agreed upon for purposes of settlement only and as a factual basis for the Board’s approval of this Stipulation and issuance of relief. None of the facts stipulated herein shall be introduced into evidence in any other proceeding regarding the violations of the Illinois Environmental Protection Act (“Act”), 415 ILCS 5/1, et seq. (2012), and the Board’s regulations alleged in the Complaint, except as otherwise provided herein. It is the intent of the Parties to the Stipulation that it be a final adjudication of this matter.

I. STATEMENT OF FACTS

A. Parties

1. On September 26, 2011, a Complaint was filed on behalf of the People of the State of Illinois by Lisa Madigan, Attorney General of the State of Illinois, on her own motion and upon the request of the Illinois EPA, pursuant to Section 31 of the Act, 415 ILCS 5/31, against Respondents, Reliable Materials Lyons, LLC ("Reliable"), GSG Consultants, Inc., O.C.A. Construction, Inc., Speedy Gonzalez Landscaping, Inc., Public Building Commission Of Chicago ("PBC"), and Board Of Education Of The City Of Chicago ("CPS").

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 (2012).

3. At all times relevant to the Complaint, Reliable owned and operated a clean construction or demolition debris ("CCDD") fill operation located at 4401 First Avenue, Lyons, Cook County, Illinois ("CCDD Facility").

B. Allegations of Non-Compliance

Complainant contends that Reliable has violated the following provision of the Act and Board Regulations:

Count I: OPEN DUMPING: Violation of Section 21(a) of the Act, 415 ILCS 5/21(a);

Count III: CONDUCTING A WASTE DISPOSAL OPERATION WITHOUT A PERMIT: Violation of Section 21(d)(1) of the Act, 415 ILCS 5/21(d)(1); and

Count IV: ACCEPTING SPECIAL WASTE FROM HAULERS WITHOUT MANIFESTS: Violation of Section 21(d)(2) of the Act, 415 ILCS 5/21(d)(2), and Section 809.302(a) of the Board Waste Disposal Regulations, 35 Ill. Adm. Code 809.302(a).

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 admit the allegations of violation within the Complaint and referenced within Section I.B herein, and this Stipulation shall not be interpreted as including any such admission.

II. APPLICABILITY

1. This Stipulation shall apply to and be binding upon the Parties to the Stipulation. 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.
2. The Respondent shall notify each contractor to be retained to perform work required in this Stipulation of each of the requirements of this Stipulation relevant to the activities to be performed by that contractor, including all relevant work schedules and reporting deadlines, and shall provide a copy of this Stipulation to each contractor already retained no later than thirty (30) calendar days after the date of entry of this Stipulation.
3. 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 thirty (30) calendar days prior to the conveyance of title, ownership or other interest, including a leasehold interest in the facility or a portion thereof. The Respondent shall make as a condition of any such sale or transfer, that the purchaser or successor provide to Respondent site access and all cooperation necessary for Respondent to

perform to completion any compliance obligation(s) required by this Stipulation. The Respondent shall provide a copy of this Stipulation to any such successor in interest and the Respondent shall continue to be bound by and remain liable for performance of all obligations under this Stipulation. In appropriate circumstances, however, the Respondent and a proposed purchaser or operator of the facility may jointly request, and the Complainant, in its discretion, may consider modification of this Stipulation to obligate the proposed purchaser or operator to carry out future requirements of this Stipulation in place of, or in addition to, the Respondent. This provision does not relieve the Respondent from compliance with any regulatory requirement regarding notice and transfer of applicable facility permits.

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

Section 33(c) of the Act, 415 ILCS 5/33(c) (2012), provides as follows:

In making its orders and determinations, the Board shall take into consideration all the facts and circumstances bearing upon the reasonableness of the emissions, discharges, or deposits involved including, but not limited to:

1. the character and degree of injury to, or interference with the protection of the health, general welfare and physical property of the people;
2. the social and economic value of the pollution source;
3. the suitability or unsuitability of the pollution source to the area in which it is located, including the question of priority of location in the area involved;
4. the technical practicability and economic reasonableness of reducing or eliminating the emissions, discharges or deposits resulting from such pollution source; and
5. any subsequent compliance.

In response to these factors, the Parties to the Stipulation state the following:

1. Improper disposal of contaminated soil can pose a risk to the environment.

2. There is social and economic benefit provided by the Site and the CCDD Facility.
3. Operations at the Site and the CCDD Facility were suitable for the areas in which they occurred.
4. Properly disposing of waste, in the form of contaminated soils, is technically practicable and can be economically reasonable.
5. Reliable has subsequently complied with the Act and Board Regulations.

IV. CONSIDERATION OF SECTION 42(h) FACTORS

Section 42(h) of the Act, 415 ILCS 5/42(h) (2012), 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;
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; and

8. whether the respondent has successfully completed a Compliance Commitment Agreement under subsection (a) of Section 31 of this Act to remedy the violations that are the subject of the complaint.

In response to these factors, the Parties to the Stipulation state as follows:

1. From approximately April 2006 to July 2006, certain excavated soils from the Westinghouse construction project were deposited at the Reliable CCDD Facility. The Complainant has alleged that these excavated soils contained contaminants that exceeded the Background Soils Concentrations within Metropolitan Statistical Areas, pursuant to 35 Ill. Adm. Code 742, Appendix A, Table G. Reliable has denied these allegations. Improper disposal of contaminated soil can pose a risk to the environment.

2. Reliable contends that based upon a thorough investigation, it concluded that a portion of the excavated soils segregated at the Westinghouse site could properly be received as CCDD. After soils excavated from the Westinghouse site were taken to the Reliable CCDD Facility, the Illinois EPA asserted that the excavated soils were "contaminated" and could not be classified as CCDD. Upon notification of the Illinois EPA's assertion, Reliable immediately ceased accepting excavated soils from the Westinghouse site at the Reliable CCDD Facility.

3. Reliable did not accrue any economic benefits as a result of the acceptance of the excavated Westinghouse soils at the Reliable CCDD facility.

4. Complainant has determined, based upon the specific facts of this matter, that a penalty of Thirty-Nine Thousand Three Hundred Dollars (\$39,300.00) and the supplemental environmental project ("SEP") that Reliable has agreed to undertake, as set forth in Section V.E of this Stipulation, will serve to deter further violations and aid in future voluntary compliance with this Act.

5. To the Complainant's knowledge, Reliable has no previously adjudicated

violations of the Act.

6. Self-disclosure is not at issue in this matter.

7. The Parties have agreed that Reliable will perform a supplemental environmental project, which will partially offset the penalty sought by the Complainant in this matter.

8. The Illinois EPA and Reliable were not able to reach an agreement on a Compliance Commitment Agreement for the alleged violations in this matter.

V. TERMS OF SETTLEMENT

A. **Penalty Payment**

1. The Respondent shall pay a civil penalty in the sum of Thirty Nine Thousand Three Hundred Dollars (\$39,300.00) 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 of each failure to comply with this Stipulation and shall pay stipulated penalties in the amount of \$500.00 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 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.

4. The stipulated penalties shall be enforceable by the Complainant and shall be in addition to, and shall not preclude the use of, any other remedies or sanctions arising from the failure to comply with this Stipulation.

C. Payment Procedures

1. All payments required by Section V, A and B of 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, Illinois 62794-9276

2. The case name and case number shall appear on the face of the certified check or money order.

3. A copy of the certified check or money order and any transmittal letter shall be sent to:

Stephen J. Sylvester
Assistant Attorney General

Environmental Bureau
Illinois Attorney General's Office
69 W. Washington Street, Suite 1800
Chicago, Illinois 60602

D. Future Compliance

1. Upon acceptance by the Board of this Stipulation and through at least the date of the completion of filling of Reliable's CCDD Facility within the meaning of 35 Ill. Adm. Code 1100.208(a) ("Completion of Filling"), and as further detailed in this Section D., Reliable shall do the following:

- a. maintain and operate the dewatering well at its CCDD Facility; and
- b. maintain an inward groundwater gradient at its CCDD Facility.

2. Upon acceptance by the Board of this Stipulation, Reliable shall, consistent with the Sampling Plan set forth in Attachment A, conduct quarterly sampling of the discharge from the dewatering well at its CCDD Facility as follows:

<u>Sampling Event</u>	<u>Collected in the Months of</u>	<u>Results Submitted by</u>
First Quarter	January – March	April 15
Second Quarter	April – June	July 15
Third Quarter	July – September	October 15
Fourth Quarter	October – December	January 15

3. Reliable shall continue to conduct the sampling of the discharge from the dewatering well at its CCDD Facility until the Completion of Filling and continue thereafter for a minimum of three years, as further detailed in this Section V.D.

4. Reliable shall continue to maintain compliance with its existing NPDES Permit No. G840124.

5. If quarterly sampling in accordance with the Sampling Plan demonstrates compliance with the Class I Groundwater Standards for semi-volatile organic compounds

("SVOCs"), polynuclear aromatic hydrocarbons ("PNAs") and Resource Conservation and Recovery Act ("RCRA") metals set forth in Attachment B, for each quarterly sampling event during the three years immediately following the Completion of Filling, Reliable shall be allowed to cease further discharge water monitoring, cease further quarterly sampling of the discharge from the dewatering well, cease operation of its dewatering well, and cease maintenance of an inward gradient at its CCDD Facility.

6. If at any time prior to three years after the completion of filling quarterly sampling in accordance with the Sampling Plan discloses concentrations of contaminants exceeding Class I Groundwater Standards for SVOCs, PNAs or RCRA metals set forth in Attachment B, Reliable shall continue to operate its dewatering well, continue to maintain compliance with its existing NPDES Permit No. G840124, continue to maintain an inward gradient at its CCDD Facility, and continue to sample the discharge from the dewatering well on a quarterly basis in accordance with the Sampling Plan, until one of the following three criteria is met:

a. Reliable establishes to the satisfaction of Illinois EPA that the concentrations of contaminants in the water discharged from the dewatering well at its CCDD Facility that exceed Class 1 Groundwater Standards for SVOCs, PNAs or RCRA metals set forth in Attachment B are the result of preexisting off-site area conditions and are not the result of the fill material in Reliable's CCDD Facility;

b. Reliable establishes to the satisfaction of Illinois EPA that the concentrations of contaminants in the water discharged from the dewatering well at its CCDD Facility that exceed Class 1 Groundwater Standards for SVOCs, PNAs or RCRA metals set forth in Attachment B are no greater than the concentrations of those contaminants found in the off-site area groundwater; or

c. During the period immediately following the Completion of Filling, or anytime thereafter, Reliable collects three consecutive years of quarterly sampling data showing that water discharged from the dewatering well at its CCDD Facility satisfies Class I Groundwater Standards for SVOCs, PNAs and RCRA metals set forth in Attachment B.

7. If the Illinois EPA identifies deficiencies in the content of any report, plan, other submittal, or any part thereof, Reliable shall, within forty-five (45) days of receipt of notice of such deficiency, submit a revised report, plan, or other submittal to the Illinois EPA that addresses all deficiencies identified by the Illinois EPA.

8. 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.

9. 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.

10. 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, and pursuant to Section 42(h)(7) of the Act, 415 ILCS 5/42(h)(7), the Respondent shall perform the following supplemental environmental project ("SEP"). The Parties to the Stipulation agree that this SEP shall consist of the following: the payment by Respondent Reliable of \$55,000.00 to the Illinois Wildlife Preservation Fund. The entire \$55,000.00 shall be used exclusively for the restoration of the Bluff Spring Fen Nature Preserve.

The Bluff Spring Fen Nature Preserve has been dedicated by the Illinois Nature Preserve Commission under the Commission's land protection program as an Illinois Nature Preserve.

2. The Respondent shall pay the amount of Fifty-Five Thousand Dollars (\$55,000.000) within thirty (30) days after acceptance by the Board of this stipulation to the Illinois Wildlife Preservation Fund for the restoration of the Bluff Spring Fen Nature Preserve.

3. The payment shall be paid by certified check or money order made payable to IDNR Illinois Wildlife Preservation Fund.

4. The certified check or money order shall be sent by first class mail to:

Jennifer Aherin
Special Funds Coordinator
Illinois Department of Natural Resources
One Natural Resources Way
Springfield, IL 62702-1271

5. A copy of the check and the transmittal letter shall be sent to:

Stephen J. Sylvester
Assistant Attorney General
Environmental Bureau
Illinois Attorney General's Office
69 W. Washington Street, Suite 1800
Chicago, Illinois 60602

6. 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.

7. 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 \$39,300.00 penalty, its commitment to cease and desist as contained in Section V.D.10 above, its performance of the SEP as contained in Section V.E above, 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 September 26, 2011. The Complainant reserves, and this Stipulation is without prejudice to, all rights of the State of Illinois against the Respondent with respect to all other matters, including but not limited to, the following:

- a. criminal liability;
- b. liability for future violation of state, federal, local, and common laws and/or regulations;
- c. liability for natural resources damage arising out of the alleged violations; and
- d. liability or claims based on the Respondent's failure to satisfy the requirements of this Stipulation.

Nothing in this Stipulation is intended as a waiver, discharge, release, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the State of Illinois may have against any person, as defined by Section 3.315 of the Act, 415 ILCS 5/3.315, or entity other than the Respondent.

G. Correspondence, Reports and Other Documents

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

As to the Complainant

Stephen J. Sylvester
Assistant Attorney General
Environmental Bureau
Illinois Attorney General's Office
69 W. Washington Street, Suite 1800
Chicago, Illinois 60602

Mark V. Gurnik
Assistant Counsel
Division of Legal Counsel
Illinois Environmental Protection Agency
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

Gino Bruni
Bureau of Land
Field Operations Section
Des Plaines Regional Office
Third Floor
9511 West Harrison Street
Des Plaines, Illinois 60016

As to the Respondent

Michael A. Stick
Butler Ruben Saltarelli & Boyd LLP
70 West Madison Street
Suite 1800
Chicago, IL 60602

Brian Lansu
Reliable Materials Lyons, LLC
2252 Southwind Boulevard
Barlett, Illinois 60103

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 the 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 V.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 the Parties to the Stipulation.

I. Execution of Stipulation

The undersigned representatives for the Parties to the Stipulation certify that they are fully authorized by the party whom they represent to enter into the terms and conditions of this Stipulation and to legally bind them to it.

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


PEOPLE OF THE STATE OF ILLINOIS

LISA MADIGAN

Attorney General State of Illinois

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

BY:



ELIZABETH WALLACE, Chief
Assistant Attorney General
Environmental Bureau

DATE:

6/12/14

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

LISA BONNETT, Director

Illinois Environmental Protection Agency

BY:



JOHN J. KIM
Chief Legal Counsel

DATE:

6/9/14

RELIABLE MATERIALS LYONS, LLC

BY: _____

Its: _____

DATE: _____

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

PEOPLE OF THE STATE OF ILLINOIS

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

LISA MADIGAN

Attorney General State of Illinois

LISA BONNETT, Director

Illinois Environmental Protection Agency

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

BY: _____
ELIZABETH WALLACE, Chief
Assistant Attorney General
Environmental Bureau

BY: _____
JOHN J. KIM
Chief Legal Counsel

DATE: _____

DATE: _____

RELIABLE MATERIALS LYONS, LLC

BY: *[Signature]*

Its: *Manager*

DATE: 6-10-14

SAMPLING AND ANALYSIS PLAN

for

Reliable Materials Lyons CCDD, LLC

This Sampling and Analysis Plan represents the procedures in use on the date specified below. This plan will be updated on a periodic basis to represent the current procedures used at the facility.

April 2014

ATTACHMENT A

Objective

The objective of the Reliable Materials Lyons (RML) groundwater monitoring program is to ensure an inward gradient is maintained and that the groundwater water sampled from the inward gradient meets the Class I Groundwater Standards for semi-volatile organic compounds ("SVOCS"), polynuclear aromatic hydrocarbons ("PNAs") and Resource Conservation and Recovery Act ("RCRA") metals set forth in Attachment B.

The groundwater sampling program is managed by Winston Engineering, LLC. Winston Engineering is responsible for obtaining all groundwater samples in accordance with these procedures.

Sampling Plan

1. **Procedures Prior To Sampling Event**

Before any sampling is performed at a facility, a number of preliminary tasks should be completed. These tasks include reviewing the site permit and approved site-specific groundwater monitoring plan, verifying the sampling schedule, reviewing the laboratory addenda, and identifying the parameters to be analyzed. The Winston Engineering representative is responsible for approving the site-specific laboratory addenda, which details the sampling and analyses required for each event. The laboratory addenda specify the sample point identification, analytical requirements, and sampling frequency. Required reporting limits will be specified by the laboratory PQL. It is the responsibility of the sampling team to complete all preliminary sampling tasks including coordinating timely sample set delivery from the laboratory, calibrating field meters and equipment, inspecting coolers and bottles sets, initiating chain of custody records and obtaining the proper field logs/field information forms.

a. **Ensure Access**

The sampling team should communicate with site personnel to ensure access to the facility before the sampling event so that the event may proceed on schedule, and equipment, sample coolers, and supplies may be checked.

b. **Checking Sample Coolers and Sample Bottles**

The designated Winston Engineering representative is responsible for arranging sample container shipment from the laboratory in a timely manner and for ensuring that the laboratory has the correct shipping address/location. The sampling team should confirm shipment and check all sample containers and sample coolers for broken bottles and proper preservatives when received. The sampling team is also responsible for obtaining ice prior to the sampling event. Filtering requirements and bottle type should be corroborated with the site permit and approved Groundwater Monitoring plan. (Note: It is important that sample coolers and bottles be stored, transported, and handled in a manner that prevents exposure to solvents, cleaners, gasoline, diesel fuels, exhaust, or other potential contaminants.)

Upon receipt, an inventory of the empty coolers and empty bottles and any problems with their conditions should be documented on the field forms. Each sample bottle is provided with its own bottle I.D., which refers to the filtering requirements, necessary preservatives, sample point/location, analytical method, and bottle size.

This information should be checked, verified, and any problems identified, should be included on field information form and/or chain of custody forms. If an error occurs with the bottle set, the laboratory should be notified immediately.

c. Sample Bottles & Preservatives

The laboratory will provide and determine the proper number of sample containers in each sample cooler, unless otherwise specified or requested by the Winston Engineering representative. The type of bottle will vary depending on the analysis required. With the exception of bottles for Volatile Organic Analyses (VOA), samples requiring preservation in the field will generally have an associated preservative supplied in separate containers. Each sample bottle that is provided with a label, is labeled with a sticker or is in some way identified as to the preservative required. It is the sample team's responsibility to ensure that the appropriate preservatives are added in the field. Preservatives will not be added to bottles that do not require them.

d. Ice & Cooler

The sample cooler will not contain ice upon receipt from the laboratory. Winston Engineering requires the use of ice to maintain sample temperature at the levels required by EPA methods during shipment of samples back to the laboratory. It is the sampler's responsibility to ensure that ice is available to cool samples upon collection. Furthermore, the sampling team is responsible to ensure that provisions have been made in advance for those facilities that do not have accommodations to maintain ice. In such cases, it is recommended to bring pre-chilled coolers and extra ice to the site.

2. Field Record Keeping

Proper chain of custody documentation is a crucial part of the monitoring program's quality assurance and quality control (QA/QC). Comprehensive, consistent, and accurate documentation of field tests, measurements, decontamination procedures, and field observations are extremely important. During each sampling event, the sampling team should fill out two forms: (1) a chain of custody form and (2) a field information form. The original of each form should be sent with the samples to the laboratory. Under no circumstances should samples be shipped without these forms.

The forms are returned to Winston Engineering with the analytical report. Sample teams should keep a copy of the forms for their records. Examples of a Chain of Custody and Field Information Form are provided as Attachment A and Attachment B

All field notes and forms should be completed with indelible black or blue ballpoint ink only. Pencils and felt-tip pens should not be used. Corrections should be made by striking through the error with a single line, writing in the correction, and dating and initialing the change. White out, erasures, or obliterations are not acceptable.

a. Chain-of-Custody Form

To help maintain the integrity of the samples, strict chain-of-custody procedures are necessary. These procedures help to ensure that tampering with the samples does not occur. In order to maintain the chain of custody from the time samples are taken to the completion of analysis, the samples and/or sample containers should be in the custody (in sight of the assigned custodian or locked in a tamper-proof location) of assigned Winston Engineering personnel, an assigned consultant, contractor, or the laboratory. Upon transfer of sample possession to subsequent custodians, the chain of custody form will be signed by the person taking custody of the

samples. A written record of sample bottle possession and any transfers of samples will be maintained and documented on a chain of custody form.

The chain of custody form should be signed with the date and time for the following activities:

When the samples are collected and put into cooler

- Each time the sample cooler is transferred to the custody of another person.
- Immediately before sealing the sample cooler for transport to the laboratory. (The form must be signed and enclosed within the cooler in a watertight bag).
- Upon opening at the laboratory.

Upon receipt of the sample cooler at the laboratory, the sample cooler seal will be broken and any problems with the condition of the samples or cooler will be recorded by the receiver. The sample temperature, date, and time will also be recorded on the chain of custody form by the log-in personnel receiving the sample coolers. The sampling team should record the field filtration, preservative, and any deviations from normal preservation requirements on the chain of custody form if not preprinted on forms provided by the lab.

The chain of custody form should contain, at a minimum, the following information:

- Facility Name
- Sample Point ID Name
- Date Samples Are Collected
- Time Sample Collected
- Field Filtering Performed and Specific Sample Bottle Comments
- Number of Containers Per Sample Point
- Preservatives
- Analysis-Required
- Custody Signatures and Information
- Verification that the Seal on the Cooler was Received by the Laboratory intact
- Any Notes on the Sample Bottle Conditions

Failure to complete the chain of custody form will render the resulting data useless. The chain of custody forms will be included in the analytical report prepared by the laboratory, and will be considered an integral part of that report. An example of a chain of custody form is provided in Attachment A.

b. **Field Information Form**

The field information form contains information regarding site and well conditions, operating level of pump system, pump meter readings, and all field measurements. The field information form should be filled out by the sampling team and a copy placed along with the chain of custody form in the coolers(s) shipped to the laboratory. The following should be documented on field information forms:

Site Information: Site name

Pump Operating Level: Pump VFD drive controller level readout is to be recorded.

Pump Operating Speed: Record the operating RPM for the pump VFD drive controller.

Water Meter Reading: Record total flow pumped over last quarter and pumping rate at time of sampling.

- **Quarter Flow**
- **Instantaneous Sample Collection Flow**

Field Data: Sample date, time of sample collection, and sample point location shall be recorded.

Field Comments: The comments section of the field information form should include observations such as:

- Problems with condition of the well and/or pump system
 - Weather conditions: wind direction, speed, upwind activities which may affect sample quality and temperature.
-
- Sample appearance including odor, color, and visual turbidity
 - Odor: e.g. rotten eggs, earthy, strong, moderate, slight (do not sniff sample)

- o Color: True "color" is the color after turbidity has been removed, if samples are filtered.
- o Turbidity (visual):
 - ❖ None: sample is clear.
 - ❖ Trace: sediment slightly clouds or colors the sample; sediment does not accumulate in the bottle.
 - ❖ Moderate: definite cloudiness, sediment accumulates at the bottom of sample bottle.
 - ❖ High: muddy/dark brown appearance.
 - ❖ Where required, a turbidity measuring device should be used and measurements provided in NTU units.

c. Sampling Certification

On the bottom of the field information form, the sampler(s) must sign the form certifying that the sampling procedures were in accordance with the facility's permits and the approved monitoring plan. The person(s) providing the sampling certification assumes full responsibility that the sample process satisfied the Sampling Plan criteria.

3. Sampling Procedures

Groundwater samples should be collected at the discharge point of the RML dewatering pump well shown on drawing in Attachment C. Samples will be taken only when the dewatering pump has run for at least 30 minutes after dewatering pump shutdown.

a. Filling Sample Bottles

Sample bottles should be filled directly into the sample jar, or dedicated bladder pump with minimal air contact. When filling the sample bottles, the following procedures and precautions should be adhered to:

- i. Bottle caps should be removed carefully so that the inside of the cap is not touched. Caps should generally not be put on the ground.

- ii. The sampling team should wear appropriate non-powdered surgical latex gloves. Gloves should be discarded after sample is collected or after contact with potential contaminated surfaces.
- iii. Sufficient space should be available in the sample bottles for the addition of required preservatives. The bottle caps should then be replaced tightly, and the sample bottles gently inverted several times to ensure mixing of the preservatives in the sample.
- iv. Sample bottles, caps, or septums that fall on the ground should be discarded and new pre-cleaned bottles used. In the event that new bottles, caps or septums are not available, the dropped materials should be thoroughly rinsed with sample water before being used. All circumstances regarding dropped caps or bottles, and their subsequent rinsing and use, must be noted on the field forms.
- v. The sampling team should collect a sufficient volume of liquid to allow for analysis of all required parameters as determined by the laboratory. If a sufficient sample cannot be obtained for a sample, notify the Winston Engineer Project Manager and note appropriately on field forms.
- vi. Only sample bottles approved by the laboratory will be used for sample collection.
- vii. Sample coolers should be present at all sample locations and should be equipped with ice for immediate placement of sample bottles subsequent to collection.

b. Split Samples

Split Samples are collected when co-sampling of a well is conducted with a third party (i.e. Regulatory Agency). Split samples should be sampled by alternating between the facility's sample bottles and the agency's sample bottles, proceeding in the designated sampling order. If split sampling is necessary, this protocol should be agreed to by both sampling teams. Split samples should not be physically different in color, turbidity, or other physical

parameters. Once a split sample is collected, it is handled and shipped in the same manner as the rest of the samples.

When samples are split with regulatory agencies, the sampling team should document separately, and provide to the Winton Engineering Project Manager, the condition of the bottles or preservatives, sample collection methods if different from the Winton Engineering standard, the selected agency laboratory and any other pertinent information.

4. Sample Preservation And Shipment

Sample preservation should be performed in the field. Samples are to be preserved immediately after sample collection.

Since multiple analyses will be required, different types of containers and preservatives will be necessary. In these situations, multiple containers will be supplied by the laboratory for each sampling point. Bottles will generally be provided with preservatives in small, labeled vials and labeled as such. If required, the preservatives should be added to the sample bottle after it has been filled with the sample. Once the preservative has been added and the sample container capped, the sample container should be gently inverted to ensure complete mixing with the sample. The sample container is not to be shaken. Preservation of the samples may be checked in the field periodically to ensure that the sample is properly preserved.

a. Temperature Control

The samples should be cooled to 4 degrees Celsius, and should remain at this temperature through the time of analysis. Samples should be maintained in temperature-regulated refrigerators or in sample coolers containing ice. It is recommended to bring pre-chilled coolers and extra ice to the site. It is the sampling team's responsibility to ensure that the samples are properly cooled during shipment to the laboratory. Blue ice or chemical ice packs should not be used.

b. Sample Packing and Storage

i. Checking Sample Designations and Numbers

Prior to packing the sample bottles into the shipment coolers, the sampling team should verify the sample designations are recorded in the appropriate spaces on the field chain of custody forms and field information forms.

It is important that the proper designations be recorded in the proper space on the form and that they are double-checked before sealing the sample cooler. All bottles filled from the same sample point at the same time should have identical sample designations.

ii. Sample Packing

After the sample is collected and the preservatives are added (when applicable), the bottles should be capped and placed in the sample cooler. Glass containers should not be packed in contact with each other. Bottle holders/cushions and/or bubble wrap should be used for glass bottles to protect them from potential breakage. Do not over pack the coolers with samples. Do not ship other samples in the same cooler as the groundwater samples.

All bottles should be clean before placement in the sample cooler. The sample cooler must be kept as clean as possible to minimize the potential for contamination. All bottle caps should be checked to ensure they are tight and will not become loose when inserted in the sample cooler. Bottle caps should not be taped. Labels should be taped only if they are loose, and this should be noted on the field information form or chain of custody form.

The field chain of custody forms and field information forms should then be reviewed to ensure that they have been completed properly. All original paperwork should be placed in a plastic bag, sealed, and placed inside the sample cooler. The sampling team should maintain

a copy of all chain of custody documents and field information forms for verification purposes.

The sample cooler should be taped and sealed. Custody seals should be initialed and elated by the sampling team and placed across the front opening of the cooler. The shipping company should not sign the chain of custody forms.

iii. **Sample Storage**

Samples should be stored at 4 degrees Celsius, in an enclosed cooler or dedicated, secured refrigerator where possible, before shipment to the laboratory for analysis. Samples should be shipped daily to the laboratory to ensure proper temperature control and holding time requirements are met.

c. **Sample Shipment**

Samples must be shipped to the laboratory as soon as possible, so that there is no exceedance of holding times. Due to the extremely short hold and extraction times involved with many of the methods, all samples should be shipped on the same day that the samples are collected.

A member of the sampling team must arrange sample transportation to the laboratory. Friday shipment of samples to the laboratory should be avoided where possible; to ensure that holding times are not exceeded over a weekend. Delivery requested on Saturday must be noted specifically on the shipping/packing air bill for the courier. The laboratory should be notified of the anticipated delivery. In the event of a holiday, contact the laboratory in advance for shipping instructions.

Sample coolers are to be returned by the sampling team using the laboratory designated shipper and shipping labels.

When contacting the courier for transport of a sample, specify the sample cooler contents. Alert the courier to the potential problems of the samples

freezing in the winter or ice packs melting in the summer, and note these potential problems on the shipping/packing label where appropriate. Sample coolers should be received at the laboratory within 24 hours of when the ice was placed in the sample cooler. This will help to ensure the necessary temperature preservation and to meet required holding times for some analyses. Any necessary delay in shipment of the coolers to the laboratory must be documented on the field chain of custody form, and is the responsibility of the sampling team.

5. Sampling Schedule and Parameters

Samples shall be collected and submitted to the IEPA as shown below:

Sampling Event Submitted by:	Collected in the Months of:	Results:
First Quarter	January – March	April 15
Second Quarter	April – June	July 15
Third Quarter	July – September	October 15
Fourth Quarter	October – December	January 15

Analysis Plan

The groundwater analytical program is managed by Prairie Analytical Systems, Inc. They will be responsible for performing all laboratory analyses and insuring the quality of the analytical data.

1. Quality Control Procedures

A description of the laboratory quality control procedures, including matrix spike and matrix spike duplicate samples, may be obtained from Prairie Analytical Systems, Inc. A record of laboratory sample Quantification Limits (PQLs) receipt, storage, and analysis procedures will be kept by the laboratory for each sample received.

2. Detection Limits

The detection limits of the constituents analyzed for in the groundwater will be those, which are achievable with the best available technology. The Practical Quantification Limits (PQLs) will be less than or equal to the appropriate Groundwater Quality Standard (GQS) unless there are matrix interference or other issues with the analyses. These issues will be identified in the analytical reports issued by the laboratory. Reporting limits utilized for each parameter are identified on the analytical reports provided by the laboratory.

3. Analytical Methodologies

The analytical methodologies to be utilized by the laboratory are in accordance with the requirements of 35 Ill. Adm. Code 742, as amended, and "Test Methods for Evaluating Solid Waste, Physical/Chemical Methods", USEPA Publication No. SW-846, as amended.

4. Laboratory Contact

The laboratory selected to provide analytical services:

Diane Billings
Prairie Analytical Systems, Inc.
9114 Virginia Rd, Ste. 112
Lake In The Hills, IL 60156
Phone: (847) 651-2604

Attachment A

Example Chain of Custody Form

Chain of Custody Record

Central IL- 1210 Capital Airport Drive - Springfield, IL 62707-8490 - Phone (217) 753-1148 - Facsimile (217) 753-1152
 Chicago Office - 9114 Virginia Rd., Ste 112 -Lake in the Hills, IL 60156 - Phone (847) 651-2604 - Facsimile (847) 458-9680

www.prairieanalytical.com



Client		Analysis and/or method Requested						Reporting				
Address								TACO				
City, State, Zip Code								___ Resid				
Phone / Facsimile No								___ Ind/Comm				
Client Project								GALM				
Location								___ A ___ B				
Sampler(s) / Phone								___ C				
Turnaround Time								RISC				
P.O. # or Invoice #								___ Resid				
Contact Person								___ Indust				
Standard [] Rush [] Date Required:												
Sample Description	Sampling		Matrix Code	Total # of Containers	Sample						Sampler Comments	
	Date	Time			Comp	Grab						
M - Matrix Code	A - Aqueous	DW - Drinking Water	GW - Groundwater	NA - Non-aqueous Liquid	S - Solids	O - Other (Specify)						
Relinquished By	Date	Time	Received By	Date	Time	Method of Shipment						
Special instructions:				Q/C Level		On Wet Ice		Temperature (°C)				
				1 ___ 2 ___ 3 ___ 4 ___		Y ___ N ___						
						Proper Preservation		Y ___ N ___				

Attachment B

Example Field Information Form

2014 RML Lyons Outfall Monitoring Program

Field INFORMATION FORM

Discharge Point: _____

Investigator: _____

Site or map number: _____

Date: _____ Time: _____

Pump Operating Level: _____ (ft) Speed: _____ (RPM)

Flow Water Meter Reading (Quarterly): _____

Flow Water Meter Reading (Instant Sample Collection): _____

Parameter	Type of field measurement (grab, composite)	Date delivered to lab	Time delivered to lab
Total Suspended Solids (TSS)			
SVOCs			
RCRA-Metals			

Weather in past 24 hours:

_____ Storm (heavy rain)

_____ Rain (steady rain)

_____ Showers (intermittent rain)

_____ Overcast

_____ Clear/Sunny

Weather now:

_____ Storm (heavy rain)

_____ Rain (steady rain)

_____ Showers (intermittent rain)

_____ Overcast

_____ Clear/Sunny

Current temperature (°C) _____

SITE PARAMETERS

MEASUREMENT ON-SITE

Water temperature (°C)	
pH	

Signature: _____

Comments:

Odor:

Color:

Turbidity:

None

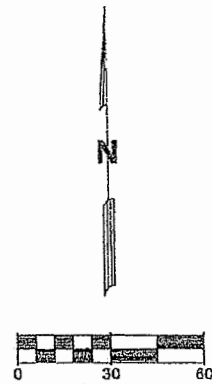
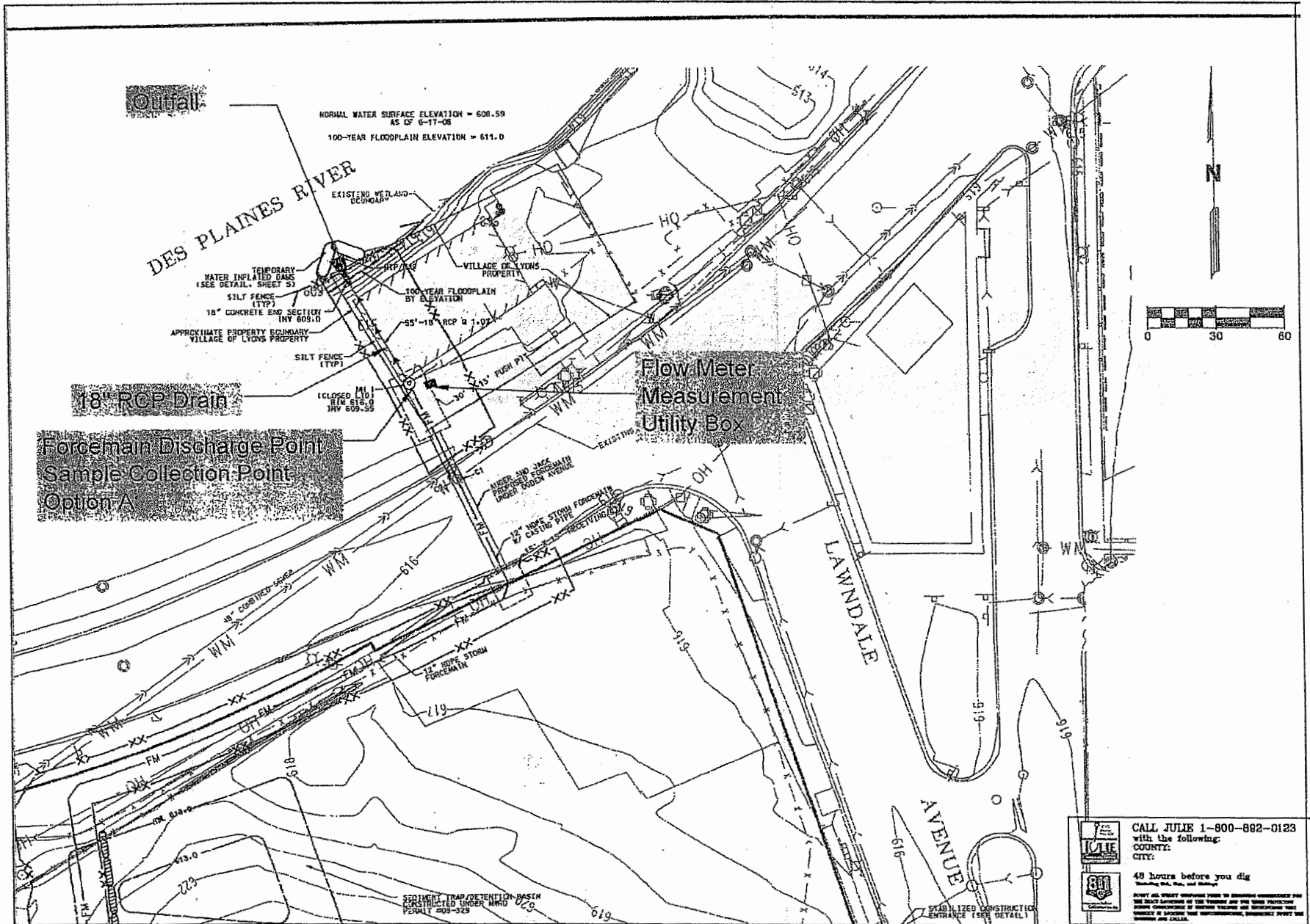
Trace

Moderate

High

Attachment C

Site Drawing



18\"/>

Flow Meter Measurement Utility Box

CALL JULIE 1-800-882-0123 with the following:
 COUNTY:
 CITY:
 48 hours before you dig
 NOTIFY ALL STATE AGENCIES PRIOR TO ANY EXCAVATION WORK AND THE LOCAL AGENCIES OF THE TOWN AND THE STATE PROJECTOR. VERIFY COORDINATES OF SURVEY POINTS AND RECORD THEM. VERIFY ALL LOCATIONS OF UTILITIES PRIOR TO THE START OF ANY EXCAVATION. MAINTAIN ALL UTILITIES AND RECORD THEM.

PREPARED BY
WINSTON ENGINEERING, LLC
 224 WILKINSON HOLLOW LANE
 BARKLEY, ALABAMA 36515
 PHONE 334-377-6430 FAX 334-377-3972

PREPARED FOR
RELIABLE MATERIALS-LYONS
 3401 South Park Avenue
 LYONS, ILLINOIS 60534
 PHONE 708-473-1100 FAX 773-254-1289

<input type="checkbox"/> DWG	<input type="checkbox"/> POINT APPLICATION	<input type="checkbox"/> APPROVED FOR CONSTRUCTION	<input type="checkbox"/> CLOSED APPROVED BY:
DATE	DESCRIPTION OF REVISION	BY	

DESIGNED	GVV	OWNER	300K
DRAWN	AKG	Proj Type	300K
APPROVED	GVV	Proj #	300K
DATE	300K	Folder	300K
SCALE	300K	File	300K

Location
RML Outfall
 Title
 Attachment C - Site Drawing
 SHEET
1
 1

RCRA METALS**CLASS I GROUNDWATER STANDARD (mg/L)**

Arsenic	0.010***
Barium	2.0***
Cadmium	0.005***
Chromium	0.1***
Lead	0.0075***
Mercury	0.002***
Selenium	0.05***
Silver	0.05***

SVOCs

1,2-Dichlorobenzene	0.6*
1,2,4-Trichlorobenzene	0.07*
1,4-Dichlorobenzene	0.075*
2-Chloronaphthalene	0.56**
2-Chlorophenol	0.035*
2-Methylnaphthalene	0.028**
2-Methylphenol	0.35*
2-Nitroaniline	0.105**
2,4-Dichlorophenol	0.021*
2,4-Dimethylphenol	0.14*
2,4-Dinitrophenol	0.014*
2,4-Dinitrotoluene	0.00002*
2,4,5-Trichlorophenol	0.7*
2,4,6-Trichlorophenol	0.01*
2,6-Dinitrotoluene	0.00031*
3,3'-Dichlorobenzidine	0.02*

ATTACHMENT B

SVOCsCLASS I GROUNDWATER STANDARD
(mg/L)

4-Chloroaniline	0.028*
4-Methylphenol	0.7**
4-Nitroaniline	0.028**
4,6-Dinitro-2-methylphenol	0.00056**
bis(2-Chloroethoxy)-methane	0.021**
bis(2-Chloroethyl) ether	0.01*
bis(2-Ethylhexyl) phthalate	0.006*
Butyl benzyl phthalate	1.4*
Di-n-butylphthalate	0.7*
Dibenzofuran	0.007**
Diethylphthalate	5.6*
Hexachlorobenzene	0.00006*
Hexachlorobutadiene	0.007**
Hexachlorocyclopentadiene	0.05*
Hexachloroethane	0.007*
Isophorone	1.4*
N-Nitrosodiphenylamine	0.0032*
N-Nitrosodi-n-propylamine	0.0018*
Nitrobenzene	0.0035*
Pentachlorophenol	0.001***
Phenols	0.1***

<u>PNAs</u>	<u>CLASS I GROUNDWATER STANDARD (mg/L)</u>
Acenaphthene	0.42*
Acenaphthylene	0.021**
Anthracene	2.1*
Benzo(a)anthracene	0.00013*
Benzo(a)pyrene	0.0002***
Benzo(b)fluoranthene	0.00018*
Benzo(g,h,i)perylene	0.21**
Benzo(k)fluoranthene	0.00017*
Chrysene	0.0015*
Dibenz(a,h)anthracene	0.0003*
Fluoranthene	0.28*
Fluorene	0.28*
Indeno(1,2,3-cd)pyrene	0.00043*
Naphthalene	0.14*
Phenanthrene	0.21**
Pyrene	0.21*

* **35 Illinois Administrative Code 742 Table E: Class I Groundwater Remediation Objectives**

** **Class I Groundwater Remediation Objectives for chemicals not listed in 35 Illinois Administrative Code 742**

*** **35 Illinois Administrative Code 620 Groundwater Quality Standards for Class I: Portable Resource Groundwater**