

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS,)	
)	
Complainant,)	
)	
v.)	PCB No. 19-4
)	(Enforcement - Water)
PEORIA BARGE TERMINAL, INC.,)	
a Delaware corporation, and)	
MORTON SALT, INC.,)	
a Delaware corporation,)	
)	
Respondents.)	

NOTICE OF FILING

TO: See attached service list (VIA ELECTRONIC FILING)

PLEASE TAKE NOTICE that I have today filed with the Office of the Clerk of the Illinois Pollution Control Board by electronic filing the following Notice of Filing, Stipulation for Proposal of Settlement with Peoria Barge Terminal, Inc., Stipulation for Proposal of Settlement with Morton Salt, Inc., Motion for Relief from Filing Requirements and Certificate of Service, copies of which are attached and hereby served upon you.

Respectfully submitted,

PEOPLE OF THE STATE OF ILLINOIS, *ex rel.*, KWAME RAOUL, Attorney General of the State of Illinois

By: /s/Rachel R. Medina
 Rachel R. Medina
 Assistant Attorney General
 500 South Second Street
 Springfield, IL 62701
 (217)782-9031
rmedina@atg.state.il.us
ebs@atg.state.il.us

Date: November 20, 2020

THIS FILING IS SUBMITTED ON RECYCLED PAPER

Service List

For the Respondents

James F. Kane
Peoria Barge Terminal
7800 N. Sommer Street
Suite 425
Peoria, IL 61615
jkane@peorialawyers.com

Michael J. Maher
Elizabeth Harvey
David J. Welch
Swanson, Martin & Bell, LLC
330 N. Wabash Avenue, Suite 3300
Chicago, IL 60611
mmaher@smbtrials.com
eharvey@smbtrials.com
dwelch@smbtrials.com

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS,)	
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MORTON SALT, INC.,)	
a Delaware corporation,)	
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Respondents.)	

STIPULATION AND PROPOSAL FOR SETTLEMENT
AS TO PEORIA BARGE TERMINAL, INC.

Complainant, PEOPLE OF THE STATE OF ILLINOIS, by KWAME RAOUL, Attorney General of the State of Illinois, the Illinois Environmental Protection Agency (“Illinois EPA”), and PEORIA BARGE TERMINAL, INC. (“Respondent PBT” or “PBT”), (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. (2018), 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 July 6, 2018, 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 (2018), against Respondent PBT.

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 (2018).

3. Respondent Peoria Barge Terminal, Inc. is and was, at all times relevant to the Complaint, a Delaware corporation that is authorized to transact business in the State of Illinois.

4. PBT owns and operates a multi-modal freight transfer and storage terminal that receives, handles, and stockpiles several bulk commodities. At the time of the alleged violations, the stockpiles included coal and road deicing salt. At the time of the violations, PBT removed the coal and road salt from barges and placed the material in large, outdoor stockpiles at its facility located on the west bank of the Illinois River, between Darst and Sanger Streets, at 1925 Darst Street in Peoria, Illinois (“the site”).

5. PBT, pursuant to a contract, stores Respondent Morton Salt, Inc.’s (“Morton”) road salt at the Site. Morton retains ownership of the salt, and contractual responsibility for providing coverage of the salt, until sold to third parties.

B. Allegations of Non-Compliance

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

- Count I: Surface Water Pollution (salt)
415 ILCS 5/12(a) (2018)
- Count II: Surface Water Pollution Hazard (salt)
415 ILCS 5/12(d) (2018)
- Count III: Offensive Discharges (salt)
415 ILCS 5/12(a) (2018)
35 Ill. Adm. Code 304.106

- Count IV: Surface Water Pollution (coal)
415 ILCS 5/12(a) (2018)
- Count V: Surface Water Pollution Hazard (coal)
415 ILCS 5/12(d) (2018)
- Count VI: Offensive Conditions (coal)
415 ILCS 5/12(a) (2018)
35 Ill. Adm. Code 302.203
- Count VII: Offensive Discharges (coal)
415 ILCS 5/12(a) (2018)
35 Ill. Adm. Code 304.106
- Count VIII: Threat to Resource Groundwater
415 ILCS 5/12(a) (2018)
35 Ill. Adm. Code 620.301(a)

C. Admission of Violations

Respondent PBT admits to the violations alleged in the Complaint filed in this matter and referenced within Section I.B herein.

D. Compliance Activities to Date

PBT has conducted clean-up of its on-site collection pond and has ceased handling coal at the site. Additionally, PBT renegotiated its contract with Morton Salt to reduce the amount of salt received at the site, and then repurposed two buildings for indoor storage of all the road salt and industrial salt it does receive; each building has a salt storage capacity of 9,000 tons. On December 8, 2016, Illinois EPA conducted an inspection to confirm site conditions and the above-listed compliance actions.

II. APPLICABILITY

This Stipulation shall apply to and be binding upon the Parties to the Stipulation.

Respondent PBT shall not raise as a defense to any enforcement action taken pursuant to this Stipulation the failure of any of its officers, directors, agents, employees or successors or assigns to take such action as shall be required to comply with the provisions of this Stipulation. This

Stipulation may be used against Respondent PBT in any subsequent enforcement action or permit proceeding as proof of a past adjudication of violation of the Act and the Board Regulations for all violations alleged in the Complaint in this matter, for purposes of Sections 39 and 42 of the Act, 415 ILCS 5/39 and 42 (2018).

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

Section 33(c) of the Act, 415 ILCS 5/33(c) (2018), 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. Human health and the environment were threatened by the repeated contact of stormwater with the salt and coal stockpiles, which resulted in leachate impacting surface waters and a threat to the groundwater supply.

2. There is social and economic benefit to operation of the site, which facilitates transport of commodities to market.

3. Respondent PBT's facility was not suitable for its activity as it was managed.

Proper coverage was not maintained for the stockpiles of salt and coal, and storm water was not

properly managed or diverted to prevent leachate runoff to surface waters or groundwater.

Respondent PBT's facility is suitable for its location since the removal of the coal stockpiles and relocation of the salt stockpiles to indoor storage buildings.

4. Compliance with the Act and regulations by maintaining coverage of salt and coal stockpiles and otherwise diverting stormwater so as to prevent the leaching of contaminants from said stockpiles is both technically practicable and economically reasonable.

5. Respondent PBT has subsequently complied with the Act and the Board regulations.

IV. CONSIDERATION OF SECTION 42(h) FACTORS

Section 42(h) of the Act, 415 ILCS 5/42(h) (2018), 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. Respondent PBT failed to properly maintain coverage of the salt and coal stockpiles located at its site on multiple occasions in 2011 and 2012, thereby permitting discharge of contaminated runoff to a drainage channel, which resulted in impacts to surface water and threats to the groundwater supply. The violations began no later than September 19, 2011, and were resolved as a result of removing coal from the site beginning approximately in 2014, and storing industrial and road salt indoors, which was confirmed by Illinois EPA on December 8, 2016.
2. The series of inspections at the site which occurred throughout 2011 and 2012 indicate a lack of diligence by Respondent PBT in maintaining and repairing salt stockpile coverage and diverting and managing storm water so as to prevent precipitation contact with salt and leaching of contaminants from the stockpiles. Respondent PBT has since removed coal from its site entirely, and is now storing industrial and road salt indoors in order to prevent further violations of the Act, Board regulations and applicable federal regulations.
3. The civil penalty takes into account any economic benefit realized by Respondent PBT as a result of avoided or delayed compliance.
4. Complainant has determined, based upon the specific facts of this matter, that a penalty of Twenty Thousand (\$20,000.00) will serve to deter further violations and aid in future voluntary compliance with the Act and Board regulations.

5. To Complainant's knowledge, Respondent PBT has no previously adjudicated violations of the Act.

6. The alleged violations were identified through Illinois EPA inspection and not self-disclosure.

7. The settlement of this matter does not include a supplemental environmental project.

8. A Compliance Commitment Agreement was not at issue in this matter.

V. TERMS OF SETTLEMENT

A. Penalty Payment

1. Respondent PBT shall pay a civil penalty in the sum of Twenty Thousand Dollars (\$20,000.00) within thirty (30) days from the date the Board adopts and accepts this Stipulation.

B. Stipulated Penalties, Interest, and Default

1. If Respondent PBT fails to complete any activity or fails to comply with any response or reporting requirement by the date specified in this Stipulation, Respondent PBT shall provide notice to Complainant of each failure to comply with this Stipulation and shall pay stipulated penalties in the amount of \$100 per day until such time that compliance is achieved. Complainant may make a demand for stipulated penalties upon Respondent PBT for its noncompliance with this Stipulation. However, failure by Complainant to make this demand shall not relieve Respondent PBT of the obligation to pay stipulated penalties. All stipulated penalties shall be payable within thirty (30) calendar days of the date Respondent PBT knows or should have known of its noncompliance with any provision of this Stipulation.

2. If Respondent PBT fails to make any payment required by this Stipulation on or before the date upon which the payment is due, Respondent PBT 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, 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 Respondent PBT 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 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 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:

Rachel R. Medina
Assistant Attorney General
Environmental Bureau
Illinois Attorney General's Office

500 S. Second Street
Springfield, IL 62706

D. Future Compliance

1. PBT shall store, load and unload any and all salt on its premises inside of PBT's dedicated salt storage buildings ("Buildings") at all times, except that PBT, when the Buildings are at maximum capacity, may load salt directly from the Buildings into receiving trucks that are parked on the asphalt apron immediately in front of the Buildings. Any and all salt spilled outside the Buildings shall be collected and placed inside the Buildings before close of business each day of operations.

2. Peoria Barge shall submit to the Illinois Attorney General's Office, for a period of two years following the entry of this Stipulation, any submittals made by Peoria Barge to Illinois EPA under Section 1.6 of the SWPPP.

3. 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 Respondent PBT'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.

4. This Stipulation in no way affects the responsibilities of PBT to comply with any other federal, state or local laws or regulations, including but not limited to the Act and the Board Regulations.

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

E. Release from Liability

In consideration of Respondent PBT's payment of the \$20,000.00 penalty, its commitment to cease and desist as contained in Section V.D.5 above, completion of all activities required hereunder, and upon the Board's approval of this Stipulation, Complainant releases, waives and discharges Respondent PBT from any further liability or penalties for the violations of the Act and Board regulations that were the subject matter of the Complaint filed on July 6, 2018. The release set forth above does not extend to any matters other than those expressly specified in Complainant's Complaint filed on July 6, 2018. Complainant reserves, and this Stipulation is without prejudice to, all rights of the State of Illinois against Respondent PBT 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 Respondent PBT'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 (2018), or entity other than Respondent PBT.

F. Correspondence, Reports and Other Documents

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

As to Complainant

Rachel R. Medina
Assistant Attorney General
Environmental Bureau
Illinois Attorney General's Office
500 S. Second Street
Springfield, IL 62706

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

Todd Bennett
Illinois Environmental Protection Agency
Bureau of Water – Peoria Regional Office
412 SW Washington Street, Suite D
Peoria, Illinois 61602

As to Respondent PBT

William Atkins
Johnson, Bunce & Noble, P.C.
7800 N Sommer St Ste 425
Peoria, IL 61615-1994

Peoria Barge Terminal, Inc.
1925 Darst Street
Peoria, Illinois 61607

G. 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.F. 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.

H. 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

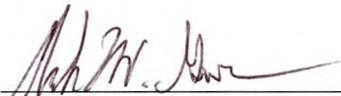
ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

KWAME RAOUL
Attorney General
State of Illinois

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

JOHN J. KIM, Director
Illinois Environmental Protection Agency

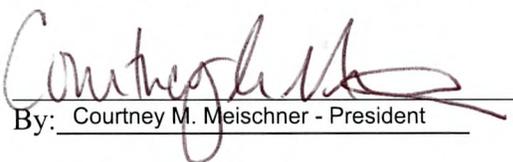
BY: 
ANDREW ARMSTRONG, Chief
Assistant Attorney General
Environmental Bureau

BY: 
CHARLES W. GUNNARSON
Chief Legal Counsel

DATE: 11/16/2020

DATE: 10/20/2020

PEORIA BARGE TERMINAL, INC.


By: Courtney M. Meischner - President

DATE: 07/22/2020

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS,)	
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Complainant,)	
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v.)	PCB No. 19-4
)	(Enforcement - Water)
PEORIA BARGE TERMINAL, INC.,)	
a Delaware corporation, and)	
MORTON SALT, INC.,)	
a Delaware corporation,)	
)	
Respondent.)	

STIPULATION AND PROPOSAL FOR SETTLEMENT
AS TO MORTON SALT, INC.

Complainant, PEOPLE OF THE STATE OF ILLINOIS, by KWAME RAOUL, Attorney General of the State of Illinois, the Illinois Environmental Protection Agency (“Illinois EPA”), and MORTON SALT, INC. (“Respondent Morton” or “Morton”), (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. (2018), 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 July 6, 2018, 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 (2018), against Respondent Morton.

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 (2018).

3. Respondent Morton Salt, Inc. is and was, at all times relevant to the complaint, a Delaware corporation that is authorized to transact business in the State of Illinois.

4. Morton produces and distributes winter snow fighting products, including road salt. Pursuant to a contract, Morton stores road salt at Respondent Peoria Barge Terminal, Inc.'s ("PBT") barge unloading terminal located at 1925 Darst Street in Peoria, Illinois (the "site"), and retains ownership of the salt, and the responsibility for providing coverage of the salt, until sold to third parties. Information regarding tarp condition and salt stockpiles at the 'site' is provided to Morton from its contractor, Peoria Barge Terminal, Inc., which is on-site and agreed to provide the required information.

B. Allegations of Non-Compliance

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

Count I: Surface Water Pollution (salt)
415 ILCS 5/12(a) (2018)

Count II: Surface Water Pollution Hazard (salt)
415 ILCS 5/12(d) (2018)

Count III: Offensive Discharges (salt)
415 ILCS 5/12(a) (2018)
35 Ill. Adm. Code 304.106

Count VIII: Threat to Resource Groundwater
415 ILCS 5/12(a) (2018)
35 Ill. Adm. Code 620.301(a)

C. Non-Admission of Violations

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

D. Compliance Activities to Date

Morton renegotiated its contract with PBT to reduce the amount of salt shipped to the site, and all Morton salt received at the site is now being stored inside PBT-designated salt storage buildings. On December 8, 2016, Illinois EPA conducted an inspection to confirm site conditions and the above-listed compliance actions.

II. APPLICABILITY

This Stipulation shall apply to and be binding upon the Parties to the Stipulation. Respondent Morton 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.

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

Section 33(c) of the Act, 415 ILCS 5/33(c) (2018), 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. Human health and the environment were threatened by the repeated contact of storm water with the inadequately covered Morton salt stockpiles, which resulted in contaminated runoff and leachate impacting surface waters and threatening the groundwater supply.
2. There is social and economic benefit to the bulk storage of road salt and operation of the terminal site, which facilitates transport of commodities to market.
3. Respondent Morton's placement of salt at the PBT site was not suitable where proper coverage was not maintained for the outdoor stockpile of salt. Respondent Morton states that the improper storage was due to inadequate information from its contractor PBT.

Respondent Morton's storage of its salt at the PBT site is now suitable for its location since the salt stockpiles have been relocated indoors to storage buildings located at the site.

4. Compliance with the Act and regulations by maintaining coverage of salt stockpiles owned by Respondent Morton so as to prevent runoff and leaching contaminants from said stockpiles is both technically practicable and economically reasonable.

5. Respondent Morton has subsequently complied with the Act and the Board regulations.

IV. CONSIDERATION OF SECTION 42(h) FACTORS

Section 42(h) of the Act, 415 ILCS 5/42(h) (2018), 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. Complainant states that Respondent Morton is alleged to have failed to properly maintain coverage of its salt stockpile located at the PBT site in 2011 and 2012, thereby resulting in discharge of salt runoff to a drainage channel, which impacted surface water and threatened the groundwater supply. The alleged violations began on or around September 19, 2011, and were resolved as a result of storing Morton salt indoors, which was confirmed by Illinois EPA on December 8, 2016. Respondent Morton states that the improper storage was due to inadequate information from its contractor PBT.

2. The series of inspections at the site which occurred throughout 2011 and 2012 indicate a lack of diligence in repairing salt stockpile coverage so as to prevent precipitation contact with salt and leaching of contaminants from the stockpiles. PBT is now storing Morton's salt indoors in order to prevent violations of the Act and Board regulations.

3. The civil penalty takes into account any economic benefit realized by Respondent Morton as a result of avoided or delayed compliance.

4. Complainant has determined, based upon the specific facts of this matter, that a penalty of Thirty Thousand Dollars (\$30,000.00) will serve to deter further violations and aid in future voluntary compliance with the Act and Board regulations.

5. To Complainant's knowledge, Respondent Morton has no previously adjudicated violations of the Act.

6. The alleged violations were identified through Illinois EPA inspection and not self-disclosure.

7. The settlement of this matter does not include a supplemental environmental project.

8. A Compliance Commitment Agreement was not at issue in this matter.

V. TERMS OF SETTLEMENT

A. Penalty Payment

1. Respondent Morton shall pay a civil penalty in the sum of Thirty Thousand Dollars (\$30,000.00) within thirty (30) days from the date the Board adopts and accepts this Stipulation.

B. Stipulated Penalties, Interest, and Default

1. If Respondent Morton violates any provision of this Stipulation, Morton shall pay stipulated penalties in the amount of \$100 per day until such time that compliance is achieved. Complainant may make a demand for stipulated penalties upon Respondent Morton for its noncompliance with this Stipulation. However, failure by Complainant to make this demand shall not relieve Respondent Morton of the obligation to pay stipulated penalties. All stipulated penalties shall be payable within thirty (30) calendar days of the date Respondent Morton knows or should have known of its noncompliance with any provision of this Stipulation.

2. Co-Respondent Peoria Barge Terminal, Inc. shall pay the \$30,000 penalty herein, referenced above in Paragraph V.A.1, pursuant to contract between PBT and Morton. Nevertheless, if payment of Respondent Morton's \$30,000 penalty is not made on or before the date upon which the payment is due, Respondent Morton 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, 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 Respondent Morton 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 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 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:

Rachel R. Medina
Assistant Attorney General
Environmental Bureau
Illinois Attorney General's Office

500 S. Second Street
Springfield, IL 62706

D. Future Compliance

1. Respondent Morton shall take all available legal action to obtain and maintain environmentally safe storage and handling of Morton's road salt at the site, including maintaining and enforcing its own contract with the site owner and operator, PBT, to require environmentally safe salt storage and handling of Morton's road salt, for the purpose of preventing any leaching or discharging of contaminated stormwaters into waters of the State of Illinois once the salt is unloaded from the barge by storing, loading, and unloading any and all Morton salt on PBT's premises inside of the PBT- designated salt storage buildings ("Buildings") at all times, except that, when the Buildings are at maximum capacity, PBT may load salt directly from the Buildings into receiving trucks parked in front of the Building.

2. This Stipulation in no way affects the responsibilities of Respondent Morton to comply with any other federal, state or local laws or regulations, including but not limited to the Act and the Board Regulations.

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

E. Release from Liability

In consideration of Respondent Morton's payment of the \$30,000.00 penalty, its commitment to cease and desist as contained in Section V.D.3 above, completion of all activities required hereunder, and upon the Board's approval of this Stipulation, Complainant releases, waives and discharges Respondent Morton from any further liability or penalties for the violations of the Act and Board regulations that were the subject matter of the Complaint filed herein. The release set forth above does not extend to any matters other than those expressly

specified in Complainant's Complaint filed on July 6, 2018. Complainant reserves, and this Stipulation is without prejudice to, all rights of the State of Illinois against Respondent Morton 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 Respondent Morton'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 Respondent Morton.

F. Correspondence, Reports and Other Documents

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

As to Complainant

Rachel R. Medina
Assistant Attorney General
Environmental Bureau
Illinois Attorney General's Office
500 S. Second Street
Springfield, IL 62706

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

Todd Bennett
Illinois Environmental Protection Agency
Bureau of Water – Peoria Regional Office
412 SW Washington Street, Suite D
Peoria, Illinois 61602

As to Respondent Morton

Michael Maher
Swanson, Martin & Bell LLP
330 N. Wabash, 33rd Floor
Chicago, IL 60611

Morton Salt, Inc.
Attn: Legal Department
444 W. Lake Street
Chicago, IL 60606

G. 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.F. 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.

H. 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

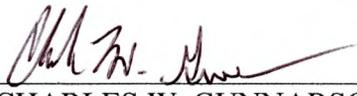
KWAME RAOUL
Attorney General
State of Illinois

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

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

JOHN J. KIM, Director
Illinois Environmental Protection Agency

BY: 
ANDREW ARMSTRONG, Chief
Assistant Attorney General
Environmental Bureau

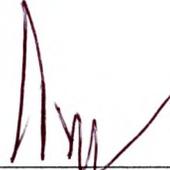
BY: 
CHARLES W. GUNNARSON,
Chief Legal Counsel

DATE: 11/16/2020

DATE: 10/21/2020

MORTON SALT, INC.

BY: 
CHAD E. WALKER,
General Counsel

BY: 
TIM McKEAN,
Chief Financial Officer

DATE: _____

DATE: _____

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS,)	
)	
Complainant,)	
)	
v.)	PCB No. 19-4
)	(Enforcement - Water)
PEORIA BARGE TERMINAL, INC.,)	
a Delaware corporation, and)	
MORTON SALT, INC.,)	
a Delaware corporation,)	
)	
Respondents.)	

MOTION FOR RELIEF FROM HEARING REQUIREMENT

NOW COMES Complainant, PEOPLE OF THE STATE OF ILLINOIS, by KWAME RAOUL, Attorney General of the State of Illinois, and pursuant to Section 31(c)(2) of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/31(c)(2) (2018), moves that the Illinois Pollution Control Board grant the parties in the above-captioned matter relief from the hearing requirement imposed by Section 31(c)(1) of the Act, 415 ILCS 5/31(c)(1) (2018). In support of this motion, Complainant states as follows:

1. On July 6, 2018, a Complaint was filed with the Illinois Pollution Control Board ("Board") in this matter.
2. The parties have reached agreement on all outstanding issues in this matter.
3. This agreement is presented to the Board in a Stipulation and Proposal for Settlement with Peoria Barge Terminal, Inc., and Morton Salt, Inc., filed contemporaneously with this motion.
4. All parties agree that a hearing on the Stipulation and Proposal for Settlement is not necessary, and respectfully request relief from such a hearing as allowed by Section 31(c)(2) of the Act, 415 ILCS 5/31(c)(2) (2018).

WHEREFORE, Complainant, PEOPLE OF THE STATE OF ILLINOIS, hereby requests that the Board grant this motion for relief from the hearing requirement set forth in Section 31(c)(1) of the Act, 415 ILCS 5/31(c)(1) (2018).

Respectfully submitted,

PEOPLE OF THE STATE OF ILLINOIS
KWAME RAOUL, ATTORNEY GENERAL

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

BY: /s/Rachel R. Medina

Rachel R. Medina
Assistant Attorney General
500 S. Second Street
Springfield, IL 62701
(217)782-9031
rmedina@atg.state.il.us
ebs@atg.state.il.us

Dated: November 20, 2020

CERTIFICATE OF SERVICE

I, Rachel R. Medina, an Assistant Attorney General, certify that on the 20th day of November 20, 2020, I caused to be served by electronic mail the foregoing Notice of Filing, Stipulation and Proposal of Settlement with Peoria Barge Terminal, Inc., Stipulation and Proposal of Settlement with Morton Salt, Inc. Motion for Relief from Hearing Requirements and Certificate of Service to the following:

For the Respondents

James F. Kane
Peoria Barge Terminal
7800 N. Sommer Street
Suite 425
Peoria, IL 61615
jkane@peorialawyers.com

Michael J. Maher
Elizabeth Harvey
David J. Welch
Swanson, Martin & Bell, LLC
330 N. Wabash Avenue, Suite 3300
Chicago, IL 60611
mmaher@smbtrials.com
eharvey@smbtrials.com
dwelch@smbtrials.com

Hearing Officer

Carol Webb
Illinois Pollution Control Board
Carol.Webb@Illinois.gov

/s/Rachel R. Medina

Rachel R. Medina
Assistant Attorney General
500 South Second Street
Springfield, IL 62701
(217)782-9031
rmedina@atg.state.il.us
ebs@atg.state.il.us