Row Line added by BC for Clarity


IDOT 002845

EXHIBIT
A

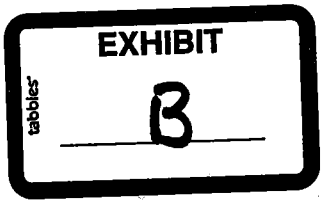
# Expert Rebuttal Report of Steven L. Gobelman

Johns Manville

vs

Illinois Department of Transportation

May 29, 2015



# Table of Contents



## LIST OF APPENDICES

## 1. Purpose and Summary

I have been asked by counsel for the Respondent to review and comment on the Expert Report of Douglas G. Dorgan Jr (Mr. Dorgan's Report) concerning the former Johns Manville Facility Sites 3 and 6 dated March 16, 2015. (1) In addition to reviewing the report, a review was also conducted of some of the bibliography of documents citied in the Report, and other historical records available regarding sites 3 and 6. My comments to the Report can be found in Section 3 through 15. Attached to this report are two Appendixes, Appendix A is a copy of Bibliography of Documents Cited in this report and Appendix B is a copy of my resume.

## 2. Qualifications

My resume is presented Appendix B.

I obtained a B.S. in Geological Engineering from the University of Missouri-Rolla in 1993 and a M.S. in Geological Engineering from the University of Alaska-Fairbanks in 1985.

I have over 29 years of environment engineering experience. I began my professional career with the Illinois Environment Protection Agency (IEPA). I have over 7 years of experience with IEPA, my responsibilities included processing and managing underground injection control (UIC) permits, Site Remediation Program (SRP) as they related to public and private remediations including brownfield sites, project manager on Comprehensive Environmental Resource, Compensation, and Liability Act (CERCLA) related cleanups under IEPA's State Funded remediations, project management under Resource Recovery and Conservation Act (RCRA) including RCRA corrective actions, RCRA closures, leaking underground storage tank (LUST) program, and solid waste permits and closures.

The past 21 years I have been employed with the Illinois Department of Transportation (Department). My responsibilities with the Department include waste assessments and investigations, overseeing soil and/or groundwater remediation, assisting construction with waste minimization and management, and overseeing the Department's environmental compliance audit (ECA) process and the implementation of an environmental management information system (EMIS) for Department's maintenance yards and laboratory facilities.

As part of my role with the Department, I have to reviewed numerous construction plans to determine the extent of an investigation to be performed and to write a special provision on the proper management of impacted soil and groundwater during construction. This role requires direct interaction with project design and construction personnel. I have participated in writing over a thousand special provisions that were inserted into the construction plans include the pay items and quantities associated with the special provision. I have participated in pre-construction meetings and weekly

construction status meetings with Contractor. Worked at transportation construction projects regarding soil excavation and management and how this process interacts and affects the transportation project.

I was also the Departments technical expert reviewer on Highway Authority Agreement (HAA). I have reviewed over a thousand HAA which included determining the Department's acceptable extent of impacts on our right of way. As part of the HAA review process and for executed HAA, I reviewed completed construction projects that have an existing HAA or as part of a new HAA review and determined the Department's environmental cost associated with the HAA area. Some of these HAA review required reviewing old construction projects to figure out what was construction, how it was constructed, what the pay items and quantities were used on the construction project, and change orders associated with the project.

I attended continued education seminars with the Department regarding Staging and Traffic Control, Erosion Control, Phase I Process Overview, Location and Environmental Studies, Phase II Startup and Coordination, Earthwork and Quantities Calculations, Plan Format and Composition, Specification/Special Provision/Plan Notes, Assessments/Plan Processing/Letting, Land Acquisition and Surveying, Managing Consultant Projects, IDOT Highway Program Finance, and Geometric Design.

I am registered Professional Engineer and a Licensed Professional Geologist in Illinois. I am a member of the Transportation Research Board (TRB) – ADC60 Committee for Waste Management and Recourse Efficiency in Transportation.

## 3. Background Information Regarding Contract 28266 and the 1971 Standard Specifications for Road and Bridge Construction

Contract 28266 had a letting date of September 3, 1971. (2) Contracts are advertised in at least 9 times a year by the Department. Each group of projects are published in the Transportation Bulletin and typically a Contractor has five weeks to get a copy of the plans, prepare their bid, and submit the bid to the Department. The date the bids are open is call the letting date. These bids are competitive and the lowest acceptable bid is awarded the contract.

This project was necessary to create a structure that will carry Greenwood Avenue over Federal Aid (FA) Route 42 (Amstutz Expressway) and a separation structure which will carry Greenwood Avenue over the Chicago and North Western Railroad, this contract also included constructing detours, grading, drainage structures, a retaining wall, and surfacing of Greenwood Avenue and Sand Street. (3) The contract was awarded to Eric Bolander Construction Company on September 30, 1971 and the construction improvements were expected to start on or about October 12, 1971. (4)

The construction plan general notes states that the Standard Specifications for Road and Bridge Construction adopted January 2, 1971 (5) (Standard Specifications) shall govern construction. (3)

In accordance with Article 101.07 of the Standard Specifications, the contract was a "written agreement between the Department and" Eric Bolander Construction Company (Contractor) "setting forth the obligations of the parties". (5) "The contract includes the invitation for bids, proposal, letter of award, contract forms and contract bond, specifications, supplemental specifications, special provisions, general and detailed plans, also any agreements that are required to complete the construction of the work in an acceptable manner." (5) Article 105.05 states that the construction "plans will govern over specifications, supplemental specifications will govern over specifications, and special provisions will govern over both specifications and plans". (5)

A special provision included in the contract plans required the construction work to have a specific sequence of operations. "The Contractor shall conduct his operations in accordance with the following sequence of operations.

1. Construct Detour A, B, and C.
2. Divert Greenwood Avenue traffic to Detour C and Sand Street traffic to Detour A and B.
3. Construct the bridges carrying Greenwood Avenue of FA 42 and the Chicago and North Western Railroad.
4. Complete the grading and paving of Greenwood Avenue from Sand Street to the west end of the project.
5. Complete the grading and paving of Sand Street for its entire length.
6. Divert traffic from Detours B and C to Greenwood Avenue and Sand Street and remove Detours B and C.
7. Complete the grading and paving of Greenwood Avenue from the beginning of the project to Sand Street.
8. Divert traffic from Detour A to Sand Street and remove detour." (2)

This construction contract included a number of pay items and quantities but the following were specific to this issue.

- 202008 Removal and Disposal of Unsuitable Material 44,809 cubic yards
- 205001 Special Excavation 19,228 cubic yards
- 209002 Porous Granular Embankment 20,431 cubic yards
- 603005 Storm Sewer Class 1 12 inch diameter 169 linear feet
- 603030 Storm Sewer Class 2 12 inch diameter 466 linear feet (2)

There was a special provision for Porous Granular Embankment and Removal and Disposal of Unsuitable Material in the bid documents. (2) The other pay items were defined in the Standard Specifications. (5)

Removal and Disposal of Unsuitable Material means the "removal of unsuitable material to the lines and grades shown on the plans or as directed by the Engineer, and the satisfactory disposal of same in accordance with the applicable portions of Article 202.03 of the Standard Specifications". (2) "The Contractor shall replace the excavated portion with porous granular material. The porous granular material shall be placed in an

elevation approximately two feet above the water table." (2) Unsuitable material would include organically rich soils, landscape material, wet soils that are unstable, and any soil that cannot be used in an embankment. Embankment material must be able to be "compacted to not less than 95 percent of the standard laboratory density". (5)

"Special Excavation shall consist of the removal of all existing structures defined herein; earth excavation, rock excavation, and borrow excavation; the placing of all suitable excavated materials in the subgrade, or embankments, or as replacement; and the satisfactory disposal of all surplus materials, or materials unsuitable for use in the subgrade, or embankments, or as replacement." (5) "Special excavation shall include all materials encountered, and no other classification of excavated materials will be made." (5) This pay item was used for all types of excavation completed in the construction contract.

Porous Granular Embankment "shall consist of furnishing, transporting, and placing porous granular material where required by the plans or as directed by the Engineer in accordance with Article 209 of the Standard Specifications" or "the Contractor may elect to furnish broken stone". (2) Porous granular embankment was used as part of the embankment, structural fill, and as a sub-base material beneath the temporary road. When a road is constructed the existing ground surface is call the subgrade, which can be graded and compacted. On top of the subgrade is the sub-base, the sub-base is a furnished material that is compacted to provide a stable base and drainage for the road. In the case of this contract, porous granular embankment was used as a sub-base material. The road itself is called the base, in regards to the detour roads the base included a 9 inch stabilized bituminous layer.

For the pay items Storm Sewer Class 1 and 2, the Contractor can choose from Reinforced Concrete Culvert Storm Drain and Sewer Pipe (RRCP), Asbestos Cement Non-Pressure Sewer Pipe (ACSP), Standard Strength Clay Sewer Pipe (SSCSP), and Standard Strength Non-reinforced Concrete Sewer Pipe (SSNCSP). (5)

Other terms used in the contract plans are cut and fill. Cut means the volume of material that must be excavated to reach the designed subgrade or the necessary grade line. The cut material was assumed to be a stable and suitable material and can be used in other areas needing fill. Fill means the volume of material needed to elevate the subgrade or elevate an area to the necessary grade line, which would include any embankments. Fill areas can used excess material from the cut areas or borrow material would have to be brought in.

Borrow material was an excavation that "consist of excavating, transporting, and placing of materials obtained from locations furnished by the Contractor or from borrow pits furnished by the State and shown on the plans, necessary for the construction of embankment, subgrade, shoulders, sub-base, intersections, approaches, entrances, and other parts of the work". (5)

The construction records for this contract do not provide the disposal locations of the unstable and unsuitable material. All excavated material including the removal of the detour roads were paid as special excavation.

Excavated unstable and unsuitable materials were excavated from Site 3 would not have been placed back on Site 3; there was no room within the right of way for this material to be placed. In regards to the detour roads, sheet 24 of the construction plans shows the extent of the easement through Site 3. Within the easement area was the construction limit and within the construction limit was the detour road and ditches had to be constructed. (3) All work was to be conducted within the construction limits. (5) There was no information available nor did the construction plans show any required removal of unstable and unsuitable materials, therefore the volume of unstable and unsuitable material removed during the construction of detour road A was not known. If any unstable and unsuitable materials were removed it would not have been used within detour road's construction limit because at the end of the construction project the Contractor was to "restore Commonwealth Edison Company's property substantially to the same condition it now exists upon Contractor's completion of work". (2) The Contractor would not add material that he would have to remove at a later date.

The construction plans show that detour road A would have an estimated 5,148 cubic yards of cut and 1,102 cubic yards of fill. (3) Therefore, an estimated 1,102 cubic yards of the cut material could have been used as fill for detour road A and the remaining 4,046 cubic yards of soils would have to be removed and most likely used in the construction of detour B and C. The construction sequencing required detour roads A, B, and C to be constructed first. The total estimated cut for all the detour roads was estimated at 16,495 cubic yards and the estimated volume of fill needed was 17,059 cubic yards. (3) Therefore, in the construction of detour roads A, B, and C, all cut material could have been used in the construction of the detour roads. An additional 564 cubic yards of borrow material would have been required to complete the construction of the detour roads.

The removal of Detour A at the end of the project would not have been placed on Site 3 because the Contractor was required to "restore Commonwealth Edison Company's property substantially to the same condition it now exists upon Contractor's completion of work". (2)

## 4. Site 3 Parking Lot Removal

In Mr. Dorgan's Report he stated that the "parking lot was destroyed under the contract to the IDOT to accommodate construction of the Amstutz Project". (1) Based upon the record, Johns Manvile's parking lot was never removed in order to construct Detour A road. Authorization of Contract Changes not Involving Section Length, Authorization #14, dated November 14, 1973, indicated a deduction of 2,644 square yards of Stabilized Base Course 9 inches. (6) The justification for this change was that "The deduction of the 9 inch stabilized base course is for areas where the job conditions required the use of a variable thickness base. Some of this occurred at the intersection

of the detours with Sand Street and Greenwood Avenue. The majority of the deduction was where Detour B crossed the Johns Manville parking lot. The existing bituminous material on the parking lot was sufficiently thick to serve as a base requiring only a 2 inch lift to strengthen and true up the surface for detour purpose." (6) Authorization #14 referred to Detour B crossing the Johns Manville parking lot, the document appears to contain a typo because Detour A crosses Johns Manville parking lot and not Detour B.

Authorization of Contract Changes not Involving Section Length, Authorization #18 (Final), dated May 5, 1975, added additional special excavation volume for the removal and obliteration of the Detour Roadways. "The reduction in Removal and Disposal of Unsuitable Material (noted in the change order as R.U.M.) and Porous Granular Embankment were based on a field judgement, that much of the sub-surface material was in fact suitable and did not warrant removal and replacement. The reduction in borrow excavation was made to agree with the source of measurement i.e. from the "Borrow Pit" to the "Embankment in Place" as outlined in the Special Provisions." (7)

Any materials on the surface of the parking lot include the Transite® pipes used as curb bumpers would have been cleared in accordance with Article 201.01 of the Standard Specification because this material would have been in the way and removed from the construction project as with any other obstructions. Article 201.01(a) Clearing, "clearing shall consist of the removal and disposal of all obstructions such as fences, walls, foundations, buildings, accumulations of rubbish of whatever nature, and existing structures the removal of which are not otherwise provided for in Article 207.04, all logs, shrubs, brush, grass, weeds, other vegetation, and stumps of less diameter than 6 inches". (5) Any material on top of the parking lot would have been removed or moved out of the way in order to place the 2 inch bituminous lift. The Transite® pipes would not have been crushed and scattered throughout the site because the Contractor would not have taken any action that would potentially damage the stability of the parking lot. The Contractor already planned on keeping the parking lot in place and only adding a 2 inch bituminous lift.

## 5. Site 3 Parking Lot Easement With Commonwealth Edison Company and Greenwood Avenue east of Railroad was obtained in the Name of the State However the City of Waukegan and Lake County are paying for all Improvements

According to the agreement with the City of Waukegan regarding this project dated April 11, 1966; "the City of Waukegan will negotiate, pay for and acquire in the name of the CITY all right of way east of the Chicago and North Western Railroad necessary to reconstruct the at-grade intersection of Greenwood Avenue and Sand Street. The CITY will maintain the improvement along Greenwood Avenue in its entirely". (8)

According to the agreement with the Lake County regarding this project dated October 26, 1965; "the COUNTY will acquire all agreements with the Chicago and North Western Railroad necessary to construct Greenwood Avenue over the railroad". (9)

The resolution documents further state that "the CITY will reimburse the STATE 40-percent of the cost of all construction along Greenwood Avenue east of Station 13+20, including the railroad grade separation structure, intersection work at Sand Street and any reimbursable utility work necessary". (8) "The COUNTY will reimburse the STATE 60-percent of all cost of all construction along Greenwood Avenue east of Station 13+20, including the railroad grade separation structure, intersection work at Sand Street and any reimbursable utility work necessary." (9)

Based upon the record, the City of Waukegan and Lake County paid 100-percent of the improvements to Greenwood Avenue and Sand Street east of the Chicago and North Western Railroad tracks, including the construction of Detour A and B. The Department in the design of Amstutz Expressway could have designed the expressway road to go over Greenwood Avenue thus not affecting any aspect of Greenwood Avenue or Sand Street. However it would appear that the City of Waukegan and Lake County wanted these improvements to Greenwood Avenue and Sand Street in order to improve traffic congestion and safety across the Chicago and North Western Railroad tracks.

## 6. Utility Adjustments Made Prior to and After the Department's Construction Project

A number of utilities were in conflict and had to be adjusted prior to the start of this project. (4) Utilities buried under the Johns Manville parking lot in Site 3, including City of Waukegan Storm Water, City of Waukegan Water, Nicor Gas, AT&T Phone Cable, Commonwealth Edison Company Fiber Optic Cable, and Commonwealth Edison Company 12KV Power Lines. (10) It is my opinion that over the years the installation and maintenance of these lines would have disturbed the existing conditions and potential asbestos material could have been buried when these underground utility lines were installed or during maintenance. The 1999 ELM report stated that "according to Johns Manville, the parking lot was constructed with materials containing asbestos containing materials (ACM)". (11) Therefore, any utility excavation for installation or maintenance would have encountered ACM and that material would have been redeposit throughout the utility excavation.

## 7. How was Johns Manville Parking Lot on Site 3 Construction?

It was never specified what types of ACM was used to create the parking lot. Based on the materials found in the test pits and the fact that Johns Manville used Transite® pipes to create curb bumpers and they used ACM to build the parking lot, economics would suggest that Johns Manville would have used all types of ACM material including Transite® pipes to build the employee parking lot.

No information was provided nor was discussed in Mr. Dorgan's Report regarding John Manville parking lot on Site 3 prior to 1950. It has been reported that sometime in the 1950s the parking lot was created to provide parking spaces to the Johns Manville

employees and visitors. (1) Based on the 1954 aerial photo the parking lot does not exist. (12)

In a review of historical topographic maps from 1908, 1914, 1929, 1939, 1960, 1972, 1980, 1993, and 2012, the area shown as a marshy wet area from 1908 till 1960 where the area was no longer depicted as a wet area. (13) A review of the 1939 aerial photography of Site 3 shows the area as vegetative with swales. (14) A swale is a low area, a wet depression between ridges.

In order for Johns Manville to create a level and dry parking area for their employees, Johns Manville would have added fill material to bring up the parking area to a similar elevation as Greenwood Avenue and to keep the parking lot dry during the wet times of the year. According to the 1999 ELM Report, "the parking lot was constructed with materials containing asbestos containing materials (ACM)". (11) The LFR test pit borings logs show that some of this area was filled with cinders and slag. (15) Cinders and slag waste can be produced during the burning of coal from an electrical power plant and the closest source of cinders and slag would be the Midwest Generation facility.

## 8. The Department Did Not Use, Spread, Place, and Dispose of ACM

The Department did not use, spread, bury, place and dispose of ACM regarding site 3 and 6, the Department's only involvement was construction oversight and it was the Contractor's responsibility to determine how materials will be managed. There was no record showing that the Department dictated the use, spread, placement, and disposal of ACM on Site 3 and Site 6 as part of the construction of detour road A. In accordance with 202.03 of the Standard Specifications, "if unsuitable material is present at or below the finished grade, it shall be removed and replaced with suitable material". (5) The construction plans do not provide any volume of unsuitable material required to be removed from Site 3, only that the earthwork requiring a cut of 5,148 cubic yards and a fill of 1,102 cubic yards. (3) Some of the cut materials could have been used as fill material if the Department's Resident Engineer determined that the material was suitable. Excess material would not have been placed in Site 3 because the Contractor knows that at the end they must "restore Commonwealth Edison Company's property substantially to the same condition it now exists upon Contractor's completing of work". (2)

Article 202.03 of the Standard Specifications further states that if not otherwise directed, "unstable and unsuitable material shall be disposed of by the Contractor at their own expense, outside the limits of the right of way". (5) It was the Contractor's responsibility to manage this unstable and unsuitable material, the Department only concern was that it was removed and no longer affecting any aspect of the project.

Article 201.01(a) Clearing, "clearing shall consist of the removal and disposal of all obstructions such as fences, walls, foundations, buildings, accumulations of rubbish of

whatever nature, and existing structures the removal of which are not otherwise provided for in Article 207.04, all logs, shrubs, brush, grass, weeds, other vegetation, and stumps of less diameter than 6 inches". (5) It was the Contractor's responsibility to clean materials that are in the way, including material on top of the parking lot and remove them at their own expense. The Department would not have dictated where cleared materials could go only that they are no longer affecting any aspect of the project.

The property was owned by Commonwealth Edison Company and the Department obtained an easement to allow the Contractor to build temporary detour roads. All road improvements east of the Chicago and North Western Railroad are being funded 100-percent by Lake County and City of Waukegan. (8) (9) This work was not the Department's work but work being conducted on behalf of Lake County and City of Waukegan.

## 9. Information that the Prime Contractor Spread, Buried, Placed, and Disposed of ACM and the Department's Resident Engineer Disclosed that Pipes were Moved and Buried

The Contractor may have managed asbestos cement pipes (Transite®) at some time along the construction project. As stated in Mr. Dorgan's Report and in the Department's 104(e) response dated November 27, 2000, "retired Resident Engineer, Duane Mapes, recalled dealing with asbestos pipe during the project and burying some of it". (16) Mr. Mapes recalled dealing with asbestos pipe during the project, the project meaning the entire construction project not just Johns Manville parking lot on Site 3 or Site 6. As presented in #3 above, storm sewers can include asbestos cement pipes and no information was available regarding the use of asbestos cement pipes in Site 3 or Site 6. In addition, no information was available regarding the used as perforated asbestos cement underdrains beneath Greenwood Avenue or Sand Street. As part of the construction project these asbestos cement pipes could have been encountered and abandoned as part of other drainage improvements along Greenwood Avenue.

If the Contractor moved Transite® pipes from the Johns Manville parking lot it would have been removed as unstable and unsuitable material or as part of clearing the site. Based on the sequencing of the project that will be discussed later, the Contractor would have either removed the material off-site or out of the way.

## 10. Disposal of Transite® Pipes during the Johns Manville's Use of the Parking Lot

Johns Manville would not have any economic motivation to remove broken and un-useable Transite® pipes that were used as a curb bumper but would have moved them off the edge of the parking lot. It is unclear how many, if any, Transite® pipes were located on the parking lot at the time construction started. The June 11, 1970 aerial photo shows a vacant parking lot and the condition of the parking lot appears different as compared to the October 20, 1967 aerial photo. (12) It appears that between 1967 and

1970, Transite® pipes were moved to either improve the parking lot or close it. Mr. Dorgan stated that the parking lot created in the 1950s and was taken out of service in 1970. (1) The easement was obtained from Commonwealth Wealth Edison on August 3, 1971. (17) No information was available on the amount of Transite® pipes used to create parking curb bumpers or what happened to the Transite® pipes over the years when the Transite® pipes could no longer function as they were intended and were replaced. No information was available on whether the un-useable Transite® pipes curb bumpers were removed from the parking lot or just move off the lot onto the ground surface.

At the time the detour road was constructed, the parking lot was determined to be suitable for supporting the detour road and left in-place. (6) Any Transite® pipes that were on the parking lot at the time of construction would have been removed or moved out of the way to allow for the placement of a 2 inch lift to strengthen and true up the surface. (6)

The Contractor was getting paid under pay item 202008 to Removal and Disposal of Unsuitable Material and under pay item 209002 to replace the removed material with Porous Granular Embankment. (2) The contractor was not getting paid to crush and use the Transite® pipes as part of their fill. Also, the crushing of the Transite® pipes could damage the existing parking lot that the Contractor had already determine could be left in place. The Contractor would not have taken the time to scatter the pipes throughout Site 3, but if we were to assume that the Contractor left the Transite® pipes on-site, the Contractor would have put all the Transite® pipes in one place. However, the analytical results and test pits do not show that there were any areas within the construction limit that contained a concentration of Transite® pipes. Only that Transite® pipes were scattered throughout Site 3, which could have been a result of 25 years of using the pipes as car bumpers, the ACM material used to create the parking lot, number of years this area sat adjacent to the Johns Manville site, and the number of utility lines that go through this area.

## 11. Borrow Material Approval

In Mr. Dorgan's Report, it was stated in Article 204.02 that "Borrow Excavation shall not be placed in the embankment until the site location, excavation plan and material have been approved by the Engineer in writing". (1) The Engineer's approval was to make sure the borrow material was suitable for embankment, meaning that it can meet the necessary compaction requirements. The borrow pit was excavated "in order to insure an aesthetically acceptable borrow site, the steepest slopes used in excavating borrow shall be 4:1". (5)

The contract plans give the Contractor an option to use fly ash as the borrow material. Fly ash can be produced during the burning of coal in an electrical power plant and the closest source of fly ash would be the Midwest Generation facility. Based on a Supervising Engineer's Report dated October 23, 1972, fly ash was being used as the

borrow material in the embankments. (18) No other information was available regarding any other sources of borrow used in this construction project.

## 12. Sequencing and Temporary Road Removal

Mr. Dorgan's opinion did not take into account the construction projects sequencing of work. (2) Mr. Dorgan used the LFR conclusions as evidence that "IDOT demolished the former JM parking lot to build Bypass Road A, it crushed and buried portions of the Transite® pipe that had been located on the parking lot. IDOT also spread the Transite® pipe around portions of Site 3 and Site 6 close to the former parking lot area as part of the work". (1) In the 2008 LFR investigation for Commonwealth Edison Company, LFR concluded that the "Transite® pipe found within the soil was placed there as part of the Greenwood Avenue ramp construction". (15) What LFR's conclusion failed to take into account was the construction sequencing.

Prior to building the embankment on Greenwood Avenue, all detour road had to be completed. Once the detour roads were completed, then Greenwood Avenue could be closed and construction began by removing the roadway and building the embankment. No material from Site 3 could have been used in the embankment for Greenwood Avenue or Sand Street because the roads are still open at the time the detours are completed and there was no embankments being built at this time. All construction had to be completed on Greenwood Avenue and Sand Street before the detour road could be closed. Once Greenwood Avenue and Sand Street were open and the detours closed, then the detours were removed. No material from the closure of the detour road could have been used as part of the embankment because the embankments were all completed.

The contractor had no financial incentive to crush and use the Transite® pipes as part of their fill. As stated earlier, sheet 24 of the construction plans provides the extent of the easement through Site 3. Within the easement area was the construction limit and within the construction limit, the detour road had to be constructed. (3) All work was to be conducted within the construction limits. (5) There was no information available regarding the volume of unstable and unsuitable material removed during the construction of detour road A. The unstable and unsuitable material would not be used within detour roads construction limit because at the end of the construction project the Contractor was to "restore Commonwealth Edison Company's property substantially to the same condition it now exists upon Contractor's completion of work". (2) The Contractor would not add material that he would have to remove at a later date.

As stated in the construction change order, the Contractor did not demolish the parking lot but used the parking lot as the sub-base for the temporary road. The Contractor added a 2 inch lift to strengthen and true up the surface for the detour purpose. (6) Any Transite® pipes that may have been on the parking lot at the time of the detour road construction would have been removed when the site was cleared or moved out of the way.

Johns Manville in creating a level and dry parking area for the Johns Manville employees would have had to add fill material to this area in order to create a parking area base. According to the 1999 ELM Report, "the parking lot was constructed with materials containing asbestos containing materials (ACM)". (11) The LFR test pit borings logs show that some of this area was filled with cinders and slag. (15) Cinders and slag material was most likely came from the waste products from a coal fired power plant, Midwest Generation facility.

Materials found near the parking lot area may have been placed there from historical use of the parking lot, number of years this area sat adjacent to the Johns Manville site, and potentially the creation of the parking lot.

## 13. USEPA's Concerns

The United States Environmental Protection Agency (USEPA) remedial strategy are based on protecting all future asbestos exposures. USEPA's remedial concerns are to remove potential exposure to any receptor, for Site 3 those receptors included utility workers, construction workers, and anyone walking or biking across the field. (19) Mr. Dorgan's Report states that if not for "IDOTs construction project that capping the parking lot area and monitoring the remainder of the site would be all that USEPA would require". (1) Mr. Dorgan's opinion is not consistent with the opinion of USEPA and does not take into account the information from the 1999 ELM report.

In the 1999 ELM report that was prepared for Johns Manville, it stated that "according to JM, the parking lot was constructed with material containing ACM. Over a period of years during the use of the lot and during and after its demolition, ACM was distributed throughout the surrounding area". (11) It further stated that, "ACM in the subsurface was mostly concentrated in the area of the former parking lot. This was to be expected since the materials used to build the former parking lot contained ACM." (11)

Underground utility lines extend across Site 3 and through the Johns Manville parking lot. Knowing that the Department's Contractor did not remove the parking lot to build the detour road but could have removed some of the parking lot with the removal of the detour road at the completing of the construction project, the asbestos containing materials beneath parking lot were placed there during the construction of the original parking lot by Johns Manville and the spread of asbestos containing materials during the 25 or more years the parking lot was in service. Based on the existing condition before the Department's 1971 construction project, and if you remove the Department's construction project from the USEPA remedy evaluation, the selected removal action by USEPA would not have changed. The remedy required by USEPA would have been to eliminate all potential releases of ACM or asbestos fibers, direct contact with ACM or asbestos fibers, and exposure to site workers and general public.

Without creating a clean corridor of the utility workers, workers have to be trained regarding the potential exposure to asbestos and wearing of personal protection equipment (PPE). The use of PPE would require annual respirator fit test and medical

monitoring as required by Occupational Safety and Health Administration (OSHA). Also, emergency repairs may cause asbestos exposures in areas not previously requiring a worker caution or the use of PPE.

The public was allowed to comment on USEPA's proposed response action and the utility companies that are in this area had concerns regarding future worker exposures to asbestos when conducting emergency and routine maintenance repairs. (19) USEPA agreed that to improve long term risk, USEPA added a barrier be placed to inhibit the excavation beyond the clean backfill and an option to relocate the utility to a fully enclosed utility vault. (19)

## 14. USEPA Remedy of South Side of Greenwood Avenue

Based on the sequencing of the Department's construction project, the Contractor would not have placed any asbestos containing materials into Site 6 from Site 3. There was no information regarding how this asbestos material was placed in Site 6. Asbestos was found on the south side of Greenwood Avenue and also on the north side of Greenwood Avenue. Utilities are located along the south and north side of Greenwood Avenue. The asbestos material could have been placed in this location by the long term exposure to the Johns Manville facility, utility relocations and installations over the history of the site, or as part of the creation and use of Site 3's parking lot.

Based on the existing condition before the Department's 1971 construction project, and if you remove the Department's construction project from the USEPA remedy evaluation, the selected removal action by USEPA would not have changed. Similar to Site 3, Site 6's potential receptors included utility workers, construction workers, and the general public the use the roadway. USEPA's remedy was to remove all asbestos that could impact a potential receptor. (19)

## 15. Frost Heaving through Freeze Thaw Cycles was not the Issue with USEPA's Decision

The potential freeze thaw cycles did not play a part in USEPA's decision making process because the freeze thaw cycles would only come into play if no remedial action was conducted. Mr. Dorgan's stated in his report that USEPA's concern with frost heaving actions caused by freeze thaw cycles would move asbestos materials to the surface of Site 3 and Site 6 was the justification USEPA used to require a "more substantial cover design". (1) USEPA's only concern was to remove all asbestos that could impact a potential receptor. USEPA did use the frost susceptible soils as part of their risk evaluation regarding broken pipes and asbestos fibers in the soil that could move upward. (19)

If Site 3 did not contain any underground utilities, then the only requirement by USEPA would have been a vegetated soil cover. There are three conditions that must exist in order to create frost heave: freezing temperatures, water, and frost susceptible soils. If any one of these conditions was eliminated by the cap design, then the soil will not be

subject to frost heave and ACM would not move to the surface. The vegetated soil cover design has no control on freezing temperature. Removal of all frost susceptible soils would require a removal of all soils down to 48 inches, which was not feasible. The vegetative soil cover can control was the infiltration of water to the frost susceptible soils. Installing a 24 inch vegetative soil cover that includes a 15 inches of native clayey soil layer would move the frost line up 24 inches, so instead of the maximum frost line at 48 inches below the existing grade, it would only impact the top 24 inches of the existing grade. This will reduce the effects of freeze thaw actions and the movement of ACM upward.

# Appendix A

# BIBLIOGRAPHY OF DOCUMENTS CITED


1. *Expert Report of Douglas G. Dorgan, Jr, Johns Manville vs Illinois Department of Transportation, prepared by Weaver Consultants Group, dated March 16, 2015.*

2. *Notice to Bidders, Specifications, Proposal, Contract and Contract Bond.* 1971.

3. *State of Illinois Department of Public Works and Buildings, Division of Highways, Plans for Proposed Federal Aid Highway, F.A. Route 42 – Section 8-HB & 8-VB, Lake County, Contract #28266.* 1971.

4. **Ziejewski, Sigmund C.** *IDOT memo regarding utility conflicts.* October 13, 1971.

5. *Standard Specifications for Road and Bridge Construction.* adopted January 2, 1971.

6. **Riddle, Paul F.** *Authorization of Contract Changes not Involving Section Length, document Authorization #14.* November 14, 1973.

7. —. *Authorization of Contract Changes not Involving Section Length, Authorization #18 (Final).* May 5, 1975.

8. *Resolution with the City of Waukegan.* April 7, 1966.

9. *Resolution with Lake County.* October 20, 1965.

10. *Engineering Evaluation/Cost Analysis (EE/CA) Southwestern Site Area Sites 3, 4/5, and 6: Revision 4, prepared for Johns Manville and Commonwealth Edison Company.* s.l. : prepared by ARCADIS U.S., Inc., April 4, 2011.

11. *Surface and Subsurface Characterization Site 2 and Site 3 Former Johns Manville Manufacturing Facility Waukegan Illinois, Volume 1, Appendix A – Appendix K, prepared for Johns Manville.* s.l. : prepared by ELM Consultants, LLC., December 10, 1999.

12. *Aerial Photograph from July 1, 1954, October 20, 1967, June 11, 1970, October 26, 1972, October 30, 1978, August 17, 1988, and March 31, 2000.*

13. **Erdmann, Anne.** *Topographic Maps Pictures of the years 1908, 1914, 1929, 1939, 1960, 1972, 1980, 1993, and 2012.* [Email] s.l. : Illinois State Geological Survey (ISGS), December 16, 2013.

14. *Aerial Photography.* July 20, 1939.

15. *Results of Power Line Excavation; Greenwood Avenue Ramp adjacent to Southwestern Site Area; Waukegan Illinois, prepared for Commonwealth Edison Company and Exelon Corporation.* s.l. : prepared by LFR, Inc., July 8, 2008.

16. *Illinois Department of Transportation's response to U.S. Environmental Protection Agency's Request for Information Regarding the Johns Manville Superfund Site in Waukegan, Illinois.* November 27, 2000.

17. *Easement Documents for Grant of Public Highway.* August 3 1971.

18. **Hagerman, T.E.** *Supervising Engineer's Report.* October 23, 1972.

19. *Enforcement Action Memorandum – Determination of Threat to Public Health, Welfare, or the Environment to Conduct a Non-Time-Critical Removal Action at the Southwestern Site Area, Site 3, 4/5, and 6 of the Johns-Manville Corp. Superfund Site, Waukegan* . s.l. : USEPA, November 30, 2012.

# Appendix B

**Years of Experience**

| | |
|---|---|
| IL Dept. of Transportation | 22 |
| IL Environmental Protection Agency | 8 |

**Education**

MS/Geological Engineering
University of Alaska-Fairbanks

BS/Geological Engineering
University of Missouri-Rolla

Undergraduate work/Engineering
Belleville Area College
Belleville, Illinois

**Licenses**

Professional Engineer – IL
Licensed Professional Geologist – IL

**Certification**

OSHA Hazardous Waste Site Worker Certification (40 hr)

OSHA Hazardous Waste Worker Refresher (8 hr)

**Awards**

1998 IDOT Central Office Engineer of the Year

**Affiliations**

Transportation Research Board Member, ADC60 – Committee for Waste Management and Recourse Efficiency in Transportation

**Publications**

*"Sublimation of Reconstituted Frozen Silts", MS Thesis, University of Alaska-Fairbanks, May 1985.*

# Steven L. Gobelman, P.E., L.P.G.

Geologic and Waste Assessment Specialist
Illinois Department of Transportation
Bureau of Design and Environment
Geologic and Waste Assessment Unit
2300 South Dirksen Parkway
Springfield, Illinois 62764
(217) 524-3137

## Professional Experience

**Illinois Department of Transportation**
**Springfield, Illinois**
**September 2014 to Present**

Technical Manager. Responsible for providing highly specialized technical expertise department wide, for conducting assessments and investigations of special waste, and when required remediation. Review and prepare risk assessments, work plans, quality assurance/quality control plans, recommend further action, NEPA documents, and coordinate various contract activities with districts, central office bureaus, and regulatory agencies.

**Illinois Department of Transportation**
**Springfield, Illinois**
**September 2013 to September 2014**

Technical Manager. Acting Roadside Maintanence Manager. Responsible for policies for operation and maintenance of highway rest areas statewide and responsible for reviewing all rest area plans and making recommendations regarding their design and construction. Responsible for administrative rest area maintenance contracts. Develop policies for turf and plan management for highway rights-of-way statewide (items included are mowing policy, herbicide, plant varieties and diseases, fertilization, and erosion control measures). Technical expert on hazardous waste related to pesticide/herbicide management.

**Illinois Department of Transportation**
**Springfield, Illinois**
**September 1993 to September 2013**

Technical Manager. Responsible for providing highly specialized technical expertise departmentwide, for conducting assessments and investigations of special waste, and when required remediation. Review and prepare risk assessments, work plans, quality assurance/quality control plans, recommend further action, NEPA documents, and coordinate various contract activities with districts, central office bureaus, and regulatory agencies.

**Illinois Environment Protection Agency**
**Springfield, Illinois**
**March 1992 to September 1993**
Lead Worker. Project Manager in the Bureau of Land, Division of Remediation Management, Remedial Project Management Section, Remediation Engineering Sub-Unit. Section's technical expert on geology, hydrogeology, and engineering. Conduct engineering and technical research on problems associated with cleanups conducted in the Section. Conduct public meetings and provide engineering and technical details to public information personnel for media and citizen inquiries.

**Illinois Environment Protection Agency**
**Springfield, Illinois**
**May 1988 - March 1992**
Environment Protection Engineer. Project Manager in the Bureau of Land, Division of Remediation Management, Remedial Project Management Section, State Sites Unit. Unit's technical expert on geology, hydrogeology, and engineering. Perform duties associated with State site cleanup projects, including voluntary cleanup actions negotiated with industry, which are highly technical in nature and include complex engineering, geology, and hydrogeologic problems as well as sensitive issues concerning toxic environmental contaminants and their public health effects. Manage contracts with engineering and cleanup firms for remedial investigations (RI), feasibility studies (FS), design, and cleanup projects. Perform RI/FS that include sampling of groundwater, soil, and hazardous waste.

**Illinois Environment Protection Agency**
**Springfield, Illinois**
**November 1985-April 1988**
Environmental Protection Engineer. Permit Reviewer in the Bureau of Land, Division of Land Pollution Control, Permit Section. Performed a variety of geology, hydrogeologic, and engineering functions pertaining to permit review of underground injection control (UIC) permits, RCRA closures, and solid waste permit and closure applications. Determine the feasibility of the application based on technical/engineering, geology, hydrogeologic data, and financial assurance. Based on the feasibility made recommendations for approval or denial. Worked with computer modeling of pollutant transport in groundwater to determine the extent of groundwater contamination.

## Presentations

*"Managing 'Uncontaminated Soil' and Special Waste through General Construction Contracts",* Presented Various IDOT Districts, Project Implementation Annual Meeting, and Project Development Annual Meeting, 2012 and 2013.

*"Acquiring Liability and Avoiding it at the Same Time",* Presented to the Transportation Research Board's ADC60 Summer Meeting, Portland, Oregon, July 27, 2011.

*"IDOT Approach to EMIS",* Presented to the Transportation Research Board's ADC60 Summer Meeting, Baltimore, Maryland, June 17, 2008.

*"Creating and Implementing Programs for Environmental Compliance Audits",* Panel Discussion, Presented to the Transportation Research Board's ADC60 Summer Meeting, Ft Worth, Texas, July 9, 2007.

*"IDOT's Management of Waste",* Presented to Various IDOT Districts, July 2006.

*"IDOT's Management of Waste",* Presented at the Illinois Environmental Protection Agency RCRA Retreat, September 30, 2004.

*"Phase II Process"*, Presented at the IDOT's Annual Program Development Meeting, September 2003.

*"Contamination Management Bid Items in Construction Contracts, A Good Idea?"* Panel Discussion, Presented to the Transportation Research Board's A1F07 Summer Meeting, Key West, Florida, July 9, 2001.

*"On-Site Management of Potentially Contaminated Soil as Construction Fill"*, Presented to the Transportation Research Board's National Meeting, Washington, DC, January 13, 1998.

*"On-Site Management of Potentially Contaminated Soil as Construction Fill"*, Presented at Brownfield '97, Kansas City, Missouri, September 4, 1997.

*"On-Site Management of Potentially Contaminated Soil as Construction Fill"*, Presented to the Transportation Research Board's A1F07 Summer Meeting, Asheville, North Carolina, July 28, 1997.

*"IEPA's Procedure on Determining How Clean is Clean"*, Presented to the AEG-North Central Section, March 16, 1993.

*"Site Safety Plans - An Agency Viewpoint"*, Presented at HazMat '92 - Chicago, March 1992.

*"Illinois EPA Cleanup Program"*, Presented at Illinois Environmental Regulation Conference, October 1991.

*"Implementation of Mobile Incineration at the Paxton Avenue Lagoons Site, Chicago, Illinois"*, Presented at the Environmental Management Exposition, October 1990.

*"Illinois Environmental Protection Agency's Procedure on Setting Cleanup Objectives"*, Presented at Federation of Environmental Technologist, Illinois Environmental News and Views, May 1990.

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

| | | |
|---|---|---|
| In The Matter of: | ) | |
| | ) | |
| JOHNS MANVILLE, a Delaware Corporation, | ) | |
| | ) | PCB No. 14-3 |
| Complainant, | ) | (Citizen Suit) |
| | ) | |
| vs. | ) | |
| | ) | |
| ILLINOIS DEPARTMENT OF TRANSPORTATION, | ) | |
| | ) | |
| Respondent. | ) | |

The discovery deposition of STEVEN L. GOBELMAN, called by the Complainant for examination, taken pursuant to Notice, the provisions of the Illinois Code of Civil Procedure, and the Rules of the Supreme Court of the State of Illinois before Mary Ann Casale, a Certified Shorthand Reporter for the State of Illinois, taken at 161 North Clark Street, Suite 4300, Chicago, Illinois, on the 10th day of July, 2015, at 9:33 a.m.

APPEARANCES:

BRYAN CAVE LLP
BY: MS. SUSAN E. BRICE
MS. KATHRINE D. HANNA
161 North Clark Street
Suite 4300
Chicago, Illinois 60601-3315
tel: 312.602.5000
fax: 312.602.5050
susan.brice@bryancave.com
kathrine.hanna@bryancave.com,
on behalf of the Complainant;

HON. LISA MADIGAN, Illinois Attorney General
BY: MR. EVAN J. McGINLEY, Asst. Attorney Genl.
69 West Washington Street
Suite 1800
Chicago, Illinois 60602
tel: 312.814.3153
fax: 312.814.2347
emcginley@atg.state.il.us,
On behalf of the Respondent.

A. They can.

Q. How about with respect to the project at issue here? And we can get into this in more detail later. But there are limits of construction. There's easements. And there's right of ways.

A. Correct.

Q. Who owns the area within the right of way with respect to this project?

A. I believe it's a mixed issue of ownerships.

Q. Okay.

A. Currently.

Q. Okay. Who historically owned it in the 1970s?

A. I believe in 1970, at the beginning of this project, there were resolutions that were created by the City of Waukegan and Lake County that they were going to purchase all right of way east of -- in essence, east of the railroad tracks.

Q. Did they do that?

A. No, they did not.

Q. And so did IDOT own it prior to that time?

A. IDOT purchased the right of way and the easements.

Q. And when did IDOT purchase the right of way and easements?

A. I believe it was sometime prior to construction, like 1970 or so.

Q. And for how long did IDOT own the right of way and the easements?

A. I am not sure when IDOT gave up the right of way, but the easements in association with Site 3 were reverted back once construction is complete.

Q. Right.

How about the right of ways, though? I mean, does IDOT still own those right of ways associated with Site 3 and Site 6?

A. From my -- the information that I have that I found that Wauk- -- City of Waukegan owns the right of way and jurisdiction of the road.

Q. Which right of way?

A. The right of way of Sands and Greenwood Avenue.

Q. And when did Waukegan take over that right of way from IDOT?

A. I did not investigate that aspects.

Q. When were you first contacted about this specific lawsuit?

A. I believe I was contacted by Phil McQuillan when it was originally -- when he became aware of it.

Q. And why did he contacted you; because you were involved in the 104(e)?

A. I believe he contacted me because I -- like I stated, I'm somewhat the environmental expert on soil and groundwater issues.

Q. Understood.

And what did you tell him about the case?

A. I believe I probably told him that I was involved in the 104(e), and I believe most of the discussions we had were just looking at historical area photographs.

Q. Did he ask you or anyone else ask you at any time is there any, you know, validity to this argument that IDOT put asbestos-containing materials --

A. I don't recall --

Q. -- on the ground at Site 3 or 6?

CHICAGO TITLE
INSURANCE COMPANY
NATIONAL COMMERCIAL SERVICES | CHICAGO

V. Gina Giannelli
(312) 223-2754

Johns Manville
717 17th Street
Denver, Colorado 80202

RE: Property located in Waukegan, Illinois (see attached)

Ladies and Gentlemen:

You previously requested a title search with respect to the property highlighted in blue (current attachment reflects a green depiction) in the attached drawing. Please know that Chicago Title does not perform such searches. Property Insight, our sister company, manages our title plant and provides such searches.

Attached hereto is a copy of a report issued by Property Insight with respect to the subject property.

Very truly yours,

CHICAGO TITLE INSURANCE COMPANY

By: V. Gina Giannelli
V. Gina Giannelli

Enclosures

CHICAGO TITLE INSURANCE COMPANY

EXHIBIT
tabbies
D

Property Insight
Xpress Services

# Miscellaneous Search

Xpress Services by Property Insight, 505 E. North Ave, Ste 200 Carol Stream, IL 60188 P (630)510-4150 F (630)588-0536

Customer Reference: WAUKEGAN AREA 2

Effective Date: 12/30/2015
Order No.66661615-JMM

JOHNS MANVILLE
717 17TH ST
DENVER, CO 80202

DATE DELIVERED: 01/14/2016

State & County: Illinois, Lake

## A. Vesting Information

Legal Description: SEE ATTACHED AREA 2 (HIGHLIGHTED IN BLUE) AS ILLUSTRATED ON THE ATTACHED MAP.

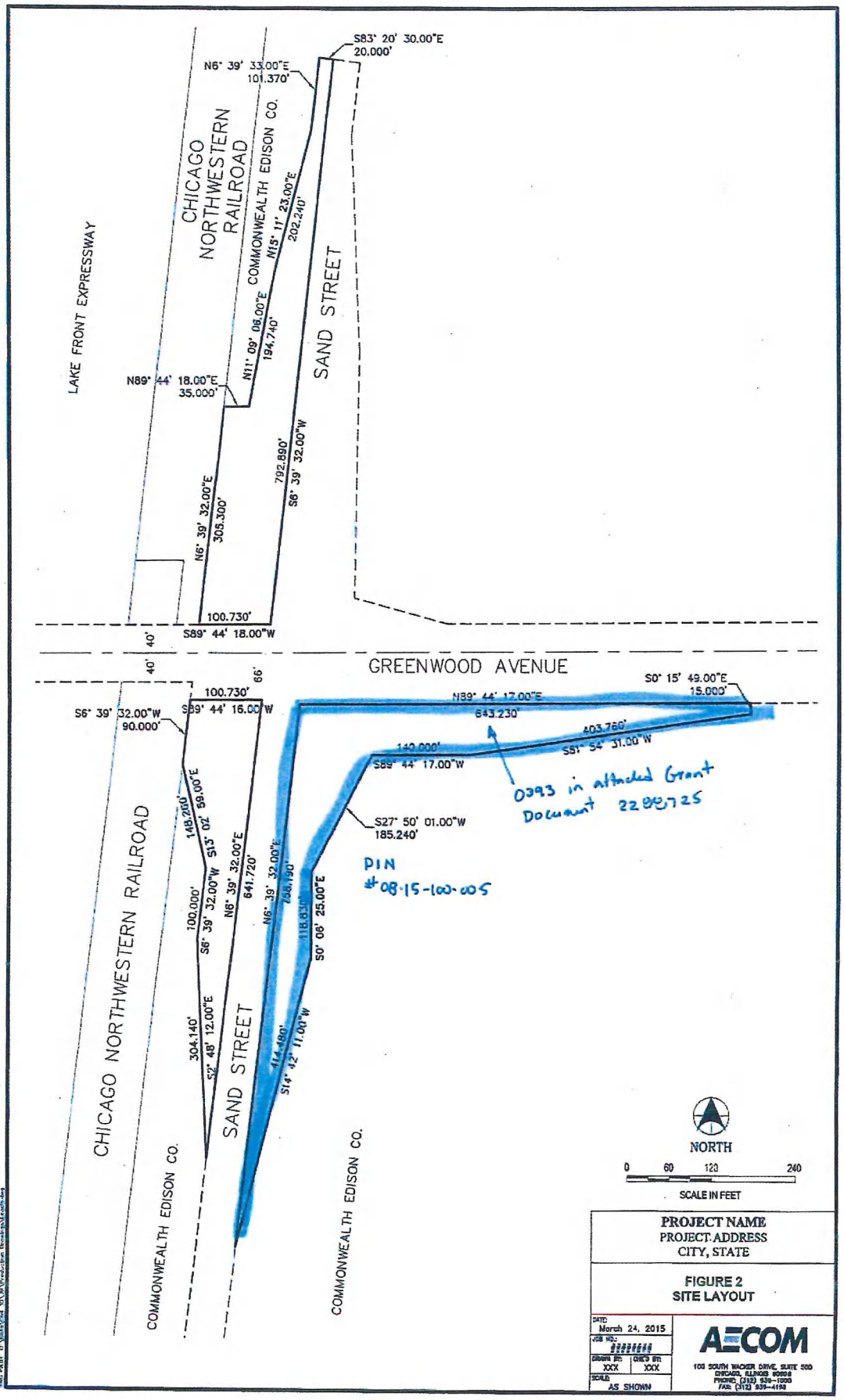
## B. Search Results

**WE HAVE SEARCHED OUR LAKE COUNTY, ILLINOIS TRACT INDICES FOR DEED CONVEYANCES AND DEDICATIONS SINCE THE RECORDING OF 2288725 (RECORDED JUNE 8, 1984) THROUGH OUR CURRENT COVER DATE DECEMBER 30, 2015 AND NOTE THE FOLLOWING:**

- Grant for Public Highway: 6/8/1984 Doc Id: 2288725 Grantor(s): COMMONWEALTH EDISON CO Grantee(s): STATE OF IL Sign Date: 8/3/1971

NO OTHER DEED CONVEYANCES OR DEDICATIONS FOUND OF RECORD BETWEEN THE AFOREMENTIONED DATES.


S83° 20' 30.00"E
20.000'
N6° 39' 33.00"E
101.370'
CHICAGO NORTHWESTERN RAILROAD
COMMONWEALTH EDISON CO.
N15° 11' 23.00"E
202.240'
N11° 09' 08.00"E
194.740'
LAKE FRONT EXPRESSWAY
SAND STREET
N89° 44' 18.00"E
35.000'
792.890'
S6° 39' 32.00"W
N6° 39' 32.00"E
305.300'
100.730'
S89° 44' 18.00"W
40'
40'
GREENWOOD AVENUE
66'
100.730'
S89° 44' 16.00"W
S6° 39' 32.00"W
90.000'
N89° 44' 17.00"E
643.230'
S0° 15' 49.00"E
15.000'
403.760'
S51° 54' 31.00"W
140.000'
S89° 44' 17.00"W
0393 in attached Grant Document 22083725
S27° 50' 01.00"W
185.240'
PIN #08-15-100-005
148.260'
S13° 02' 59.00"E
100.000'
S6° 39' 32.00"W
N6° 39' 32.00"E
641.720'
N6° 39' 32.00"E
736.130'
118.830'
S0° 06' 25.00"E
304.140'
S2° 48' 12.00"E
414.480'
S14° 42' 11.00"W
CHICAGO NORTHWESTERN RAILROAD
COMMONWEALTH EDISON CO.
SAND STREET
COMMONWEALTH EDISON CO.
NORTH
0 60 120 240
SCALE IN FEET
PROJECT NAME
PROJECT ADDRESS
CITY, STATE
FIGURE 2
SITE LAYOUT
DATE: March 24, 2015
JOB NO.:
DRAWN BY: XXX
CHK'D BY: XXX
SCALE: AS SHOWN
AECOM
100 SOUTH WACKER DRIVE, SUITE 500
CHICAGO, ILLINOIS 60606
PHONE (312) 939-1000
FAX (312) 939-4158

**BEFORE THE ILLINOIS POLLUTION CONTROL BOARD**

| | | |
|---|---|---|
| **In the Matter Of:** | ) | |
| | ) | |
| **JOHNS MANVILLE, a Delaware corporation,** | ) | |
| | ) | |
| **Complainant,** | ) | **PCB No. 14-3** |
| | ) | |
| **v.** | ) | |
| | ) | |
| **ILLINOIS DEPARTMENT OF TRANSPORTATION,** | ) | |
| | ) | |
| **Respondent.** | ) | |

## SECOND AMENDED COMPLAINT

Complainant JOHNS MANVILLE ("JM") hereby complains of Respondent ILLINOIS DEPARTMENT OF TRANSPORTATION ("IDOT") as follows:

## GENERAL ALLEGATIONS

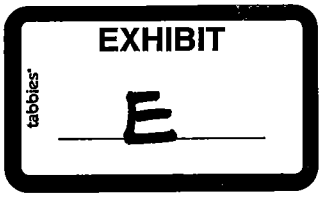
### Jurisdiction and Parties

1. This Complaint is brought before the Illinois Pollution Control Board (the "Board") by Complainant JM on its own motion, pursuant to Section 31(d) of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/31(d).

2. Section 31(d) of the Act provides that "[a]ny person may file with the Board a complaint . . . against any person allegedly violating this Act, any rule or regulation adopted under this Act, any permit or term or condition of a permit, or any Board order." 415 ILCS 5/31(d).

3. "Person" is defined under the Act as "any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust,





estate, political subdivision, state agency, or any other legal entity, or their legal representative, agent or assigns." 415 ILCS 5/3.315.

4. Complainant JM is a Delaware corporation authorized to do business in Illinois.

5. Respondent IDOT is an agency of the State of Illinois and was formerly known as the Division of Highways (a division of the Department of Public Works and Buildings).

**Factual Background**

6. Complainant JM owned and operated a manufacturing facility on property consisting of approximately 300 acres in Waukegan, Illinois, which manufactured construction and other materials, some of which contained asbestos (the "JM Site").

7. On September 8, 1983, the United States Environmental Protection Agency ("EPA") added a portion of the JM Site to the National Priorities List ("NPL") under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), due to asbestos materials.

8. JM has conducted and completed certain remediation activities at the JM Site under the direction and oversight of the EPA.

9. JM ceased operations onsite in approximately 1998. Thereafter, asbestos-containing material ("ACM") was discovered beyond the boundaries of the JM Site, on adjacent property owned by Commonwealth Edison ("ComEd") and the State of Illinois.

10. On June 11, 2007, Complainant JM entered into an Administrative Order on Consent ("AOC") with EPA whereby JM agreed to conduct a "removal" action at four specific off-site areas. These sites are individually designated as Site 3, Sites 4 and 5 (combined under the AOC as "Site 4/5") and Site 6 and are collectively referred to as the "Southwestern Site Areas."

11. ComEd is also a party to the AOC, as the current owner of Site 3 and Site 4/5, and pursuant to the terms of the AOC has agreed to undertake certain response activities at these sites.

12. On information and belief, since at least 1971, the State of Illinois, acting by and through IDOT (or its predecessor agency), has owned, held an interest in and/or controlled portions of Site 6, including a right of way on the southern side of Greenwood Avenue. This area shall be referred to hereafter as the "ROW." Other parts of Site 6 appear to be owned by the City of Waukegan, which is not a party to the AOC.

13. Site 3 is located south of the ROW and east of North Pershing Road in Waukegan, Illinois.

14. Site 6 is located on the north and south edges of Greenwood Avenue east of North Pershing Road and north of Site 3 in Waukegan, Illinois.

15. In December 1998, ACM was discovered at the surface of the area currently designated as Site 3.

16. Subsequent sub-surface investigations of Site 3 have revealed ACM at the surface and at a depth of one to three feet below ground surface (bgs), primarily at the north end of the site, and at a depth of up to four feet bgs in at least two areas of the site.

17. Investigations of Site 6, including the ROW, have similarly revealed ACM at the surface and at a depth of one to three feet below ground surface. Pieces of Transite® pipe, a non-friable form of ACM, are the predominant ACM found at Site 3 and Site 6.

18. The northwest portion of Site 3 and the west portion of Site 6, including the ROW, also contain miscellaneous fill material, some of which has been found to contain asbestos.

19. Many utility lines run through Site 3 and Site 6, including the ROW.

20. In approximately the 1950s and 1960s, JM used Site 3 as a parking lot for its employees and invitees, pursuant to a license agreement with ComEd.

21. Asbestos-containing Transite® pipes were used for curb bumpers on the parking lot surface. Aerial photographs show that these bumpers were in place in the 1950s.

22. Records show that in approximately 1971 Respondent IDOT began construction of a ramp to the Amstutz Expressway as part of its reconstruction of the Pershing Road/Greenwood Avenue intersection.

23. During this construction, IDOT built embankments on the north and south side of Greenwood Avenue, including within the ROW. These embankments involved the removal of "unsuitable material" and the placement of fill up to and above the original grade.

24. Also during construction, IDOT built three detour roads (the "Detour Roadways").

25. Two of these detour roads, Bypasses A and B, cut through Sites 3 and 6.

26. Bypass A begins on Site 6 and cuts a large, curved swath through the former parking lot of Site 3, which was destroyed by IDOT during this construction.

27. Bypass B cuts through the western portion of Sites 3 and 6.

28. Bypasses A and B were used until the ramp construction was completed in approximately 1976.

29. Records show that a contractor was paid a "special excavation" fee to "remove and obliterate the Detour Roadways" after construction was complete. Neither Bypasses A or B nor the former parking lot are intact at Sites 3 and 6.

30. IDOT has admitted to EPA that it dealt with asbestos pipe during the construction project. IDOT stated in a CERCLA Section 104(e) Response that a retired engineer, Mr. Duane Mapes, recalled "dealing with asbestos pipe during the project and burying some of it. As the Department does not have information about where ACM was located at the start of the project and where it is alleged to have been disposed, he was unable to ask Mr. Mapes to provide more information."

31. IDOT was not ultimately made a party to the 2007 AOC with EPA. At the time the AOC was signed, EPA took the position that there was insufficient evidence to name IDOT because IDOT did not admit to burying any ACM on or near Site 3 or 6.

32. Subsequent investigations have revealed buried Transite® pipe in the area. Portions of Transite® pipe have been found in the south side shoulder of Greenwood Avenue on parts of Site 3 and 6, including on the ROW, at various depths, including at a depth of approximately 2.5 feet below the ground surface. The elevation of this Transite® pipe is roughly one foot higher than the adjacent surface.

33. Review of IDOT engineering drawings indicates that IDOT, among other things, used ACM as fill when building the embankments to Greenwood Avenue on Sites 3 and 6, including on the ROW.

34. Review of IDOT engineering drawings indicates that IDOT, among other things, used, spread and/or buried ACM during its construction and/or obliteration of Bypasses A and B.

35. Pursuant to the terms of the AOC, on June 13, 2008, JM and ComEd submitted to EPA for its review and approval an initial "Engineering Evaluation and Cost Analysis" ("EE/CA") for a proposed response action at the Southwestern Sites.

36. After several rounds of revisions in consultation with EPA, JM and ComEd submitted their final EE/CA to EPA on April 4, 2011 ("EE/CA Revision 4"). EE/CA Revision 4 evaluated four potential response action options for Sites 3 and 6, based on discussions with EPA.

37. EE/CA Revision 4 identified "Alternative 2" as the preferred remedy for Site 3. This alternative included limited soil excavation (approximately 660 cubic yards) in the northeast corner of Site 3 to a depth of approximately three (3) feet below the ground surface and installation of a vegetated soil barrier over the entire site, at an estimated cost of between $595,000 and $630,000.

38. EE/CA Revision 4 identified "Alternative 3" as the preferred remedy for Site 6. This alternative was described as a "hybrid remedy" combining excavation and off-site disposal of approximately 2400 cubic yards of ACM-affected soil with a vegetated soil barrier running adjacent to Site 3 to avoid disrupting current stormwater drainage patterns. The total cost to implement Alternative 3 on Site 6 was estimated at between $417,500 and $500,000.

39. EE/CA Revision 4 was approved by EPA with modifications on February 1, 2012. In its EE/CA approval letter, EPA proposed a new alternative remedy, which it termed "Alternative 5."

40. EPA's Alternative 5 included a new proposed remedy for Site 3—termed "Modified Alternative 2"—which was a markedly different remedy from those previously proposed by JM and ComEd. This modified alternative not only included a requirement to remove all asbestos-impacted soils to a depth of four (4) feet below the ground surface in the northeast portion of Site 3, but also required JM and ComEd to create a clean corridor for all utilities running through Site 3 by excavating all soil to a depth of two (2) feet below each utility

line and a minimum width of twenty-five (25) feet centered on each utility line. EPA's estimated cost for construction of this Modified Alternative 2 was $2,196,000.

41. EPA's Alternative 5 also included a new proposed remedy for Site 6. This alternative—which EPA termed "Modified Alternative 1"—required excavation of "all soil contaminated with ACM and/or asbestos fibers at Site 6 including, but not limited to the area identified as "Area of Excavation for ACM Affected Soil" and "Paving and Potential Subsurface ACM" in Figure 13 in EE/CA" and to make special arrangements necessary for utilities (e.g., additional support or removal and replacement) in areas where removal of ACM is required below three (3) feet below the ground surface. Further, because "Greenwood Avenue was not sampled during the EE/CA Study" and "[i]t is unknown if ACM is located under the Greenwood Avenue Paved Road Surface," EPA required JM to obtain an environmental covenant signed by the owner of portions of Site 6, the City of Waukegan. EPA's estimated cost for construction of this Modified Alternative 1 was $1,869,000.

42. On November 30, 2012, EPA issued an Action Memorandum selecting a remedy for the Southwestern Sites, including the Modified Alternative 2 that it had proposed for Site 3 and the Modified Alternative 1 it had proposed for Site 6. However, the Action Memorandum included further modifications that were not previously included in the February 1, 2012 EE/CA approval letter.

43. Specifically, as to Site 3, the Modified Alternative 2 set forth in the Action Memorandum requires JM and ComEd to create a clean corridor for each utility line "extending to a depth requested by the owner of the utility line with placement of a continuous barrier at the base and sides of the excavation to inhibit further excavation and/or exposure beyond the clean fill." It also includes a new "compliance alternative" of abandoning and relocating utility lines in

lieu of creating clean utility corridors, pending written approval from EPA and provided that each utility owner signs a voluntary subrogation agreement to abandon its line(s). Any new utility lines would be required to bypass the ACM-contaminated areas of the site or to be fully enclosed within utility vaults so as to eliminate the need for excavation during repair or maintenance activities.

44. Similarly, as to Site 6, whereas the Modified Alternative 1 set forth in the EE/CA approval letter had merely required JM and ComEd to "make special arrangements necessary for utilities" in areas where ACM may extend below three (3) feet below the ground surface, the Modified Alternative 1 set forth in the Action Memorandum requires JM and ComEd to create a clean corridor for each utility line by excavating "all soil and sediment to a minimum width of 25 feet centered on any utility line (limited only by the edge of Greenwood Avenue to the extent it is demonstrated to provide a competent barrier to excavation) and to a minimum depth of two feet below the deepest utility line (and extending to a depth needed for protectiveness of utility workers at the deepest utility line) with placement of a continuous barrier at the base and sides of the excavation to inhibit further excavation beyond the clean fill." No "alternative compliance alternative" was proposed for Site 6.

45. The Action Memorandum states that a response action at the Southwestern Sites is necessary "to abate or mitigate releases of hazardous substances that may present an imminent and substantial endangerment to public health and the environment posed by the presence of soils that are contaminated with hazardous substances." It further states that a response action is necessary to "reduce the actual and potential exposure to the nearby human population and the food chain to hazardous substances" and that the action is "expected to result in the removal and

capping of contaminated materials at or near the surface which present a threat to trespassers or workers at the Site."

46. According to the Action Memorandum, the potential health risks associated with ACM contamination at the Southwestern Sites include "exposure to asbestos fibers via inhalation [which] results in significant health effects including mesothelioma, lung cancer, asbestosis, thickening of pleural lining around the lungs and pulmonary deficits. Exposures to soils containing asbestos fibers have been associated with all of these health effects including cancer." Due to the presence of asbestos in soils, the Action Memorandum indicates that "adverse health risks are reasonably anticipated in the event that exposure occurs."

47. The Action Memorandum directs JM and ComEd to conduct the following response actions as the selected remedy for Site 3:

a. Excavate soil in the northeast portion of the Site 3 (approximately 0.14 acres) identified as the "limited excavation area," to remove all ACM and asbestos fibers (estimated to a depth of 4 feet);

b. Excavate soil and sediments contaminated with ACM and/or asbestos fibers to a minimum depth of 2 feet below each utility line and extending to a depth requested by the owner of each utility line with placement of a continuous barrier at the base and sides of the excavation to inhibit further excavation and/or exposure beyond the clean fill and a minimum width of 25 feet centered on each utility line and clean backfill to provide a clean corridor for utility maintenance on Site 3 or, alternatively, abandon and relocate utility lines, conditioned on signed voluntary subrogation agreements from the utility owners;

c. Conduct post-excavation sampling and analysis to confirm there are no remaining ACM or asbestos fibers in soil or sediment within either the limited excavation area or within each utility corridor;

d. Dispose of all excavated materials in an off-site landfill;

e. Place and maintain a vegetated soil cover in any areas of Site 3 where ACM or asbestos fibers remain in place;

f. Implement certain institutional controls in the form of an environmental covenant, pursuant to the Illinois Environmental Covenants Act, 765 ILCS Ch. 122;

g. Reroute, pipe, or remove surface water as needed to perform the required excavation;

h. Install and maintain security fencing with warning signs every 100 feet and at all gates completely surrounding all areas where ACM or asbestos fibers remain in place;

i. Conduct long-term operation and maintenance (O&M) of the vegetated soil cover for a minimum of 30 years beginning when construction is completed.

48. EPA has estimated the cost of construction of the selected remedy for Site 3 at between $1,705,696 and $2,107,622. JM disputed portions of EPA's remedy selected for the Southwestern Sites on December 20, 2012 and May 16, 2013, including certain of EPA's cost analyses.

49. The Action Memorandum directs JM and ComEd to conduct the following response actions as the selected remedy for Site 6, including the ROW area:

a. Excavate all soil contaminated with ACM and/or asbestos fibers without limitation to depth including at a minimum, but not limited to the area identified

as "Area of Excavation for ACM Affected Soil" and "Paving and Potential Subsurface ACM" in Figure 13 of the EE/CA (which, in non-utility areas, is anticipated to extend to a minimum depth of three (3) feet below ground surface);

b. Excavate soil and sediments contaminated with ACM and/or asbestos fibers to a minimum depth of 2 feet below each utility line and extending to a depth requested by the owner of each utility line with placement of a continuous barrier at the base and sides of the excavation to inhibit further excavation and/or exposure beyond the clean fill and a minimum width of 25 feet centered on each utility line and clean backfill to provide a clean corridor for utility maintenance on Site 6;

c. Conduct post-excavation sampling and analysis to confirm there are no remaining ACM or asbestos fibers in soil or sediment within either the limited excavation area or within each utility corridor;

d. Dispose of all excavated materials in an off-site landfill or, with approval from EPA, in the JM industrial canal and/or pumping lagoon under a vegetated soil cover;

e. Implement certain institutional controls in the form of an environmental covenant signed by the City of Waukegan, pursuant to the Illinois Environmental Covenants Act, 765 ILCS Ch. 122, or, if this environmental covenant is not feasible, provide for the investigation and full removal of any ACM or asbestos fibers that may remain under Greenwood Avenue to prevent its potential release during road or utility maintenance;

f. If during or after soil excavation at Site 6, samples and/or visual observation indicate the presence of ACM or asbestos fibers under Greenwood Avenue, then install and maintain security fencing with warning signs every 100 feet and at all gates completely surrounding all areas where ACM or asbestos fibers remain in place.

50. EPA has estimated the cost of construction of the selected remedy for Site 6 at $1,868,790. JM disputed portions of EPA's remedy selected for the Southwestern Sites on December 20, 2012 and May 16, 2013, including certain of EPA's cost analyses.

51. EPA issued a Notice to Proceed with the selected remedy for all of the Southwestern Sites on May 6, 2013. Under the terms and conditions of the AOC, this Notice to Proceed triggers a 120-day period within which JM and ComEd must submit to EPA a Removal Action Work Plan ("RAWP") for performing the response actions at the Southwestern Site Area.[1]

52. JM submitted a draft RAWP for the Southwestern Site Area to EPA in November 2013 and the agency provided comments on December 11, 2013.

53. JM submitted a final RAWP to EPA on January 24, 2014. The agency has not yet approved the final RAWP.

54. With the exception of removing surficial ACM, no response action has commenced at Site 3 or Site 6.

[1] JM and ComEd have disputed the selected remedy, pursuant to the dispute resolution provisions of the AOC, on grounds that the EPA substantially modified the selected remedy between its final approval of the EE/CA and the issuance of the Action Memorandum. However, despite this ongoing dispute, EPA did not agree to toll the 120-day period for preparing the Removal Action Work Plan.

## COUNT I

### Violations of Section 21 of the Illinois Environmental Protection Act

55. Complainant realleges and incorporates herein the allegations contained in paragraphs 1-54 of this First Amended Complaint as if set forth herein in full.

56. Respondent IDOT's actions in using, spreading, burying, placing, dumping, disposing of and abandoning ACM waste, including Transite® pipe, throughout Site 3 and portions of Site 6, including the ROW, and in using ACM waste as fill during construction of the Greenwood Avenue ramp and expressway bypass from 1971 to 1976 constitute violations of Section 21 of the Illinois Environmental Protection Act ("Act").

57. Section 21 of the Act, 415 ILCS 5/21, provides, in pertinent part:

> No person shall:
>
> (a) Cause or allow the open dumping of any waste; [or]
>
> (e) Dispose, treat, store, or abandon any waste, or transport any waste into this State for disposal, treatment, storage or abandonment, except at a site or facility which meets the requirements of this Act and of regulations and standards thereunder.

58. Section 21 of the Act also provides that no person shall "conduct any waste-storage, waste-treatment or waste-disposal operation" without a permit issued by the agency or in violation of any regulations or standards adopted by the Board. 415 ILCS 5/21(d).

59. Section 3.535 of the Act, 415 ILCS 5/3.535, defines "waste" as:

> any garbage, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility or other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining and agricultural operations, and from community activities, but does not include solid or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows, or coal-combustion products . . . or industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as now or hereafter amended, or source, special nuclear, or by-product materials as defined by the Atomic Energy Act of 1954 . . . or any solid or dissolved material from any facility subject to the Federal

> Surface Mining Control and Reclamation Act of 1977 or the rules and regulations thereunder or any law or rule or regulation adopted by the State of Illinois pursuant thereto.

60. Discarded ACM at Sites 3 and 6 are "waste" within the meaning of the Act.

61. Section 3.305 of the Act, 415 ILCS 5/3.305, defines "open dumping" as "the consolidation of refuse from one or more sources at a disposal site that does not fulfill the requirements of a sanitary landfill."

62. Section 3.185 of the Act, 415 ILCS 5/3.185, defines "disposal" as "the discharge, deposit, injection, dumping, spilling, leaking or placing of any waste or hazardous waste into or on any land or water or into any well so that such waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters."

63. Section 3.445 of the Act, 415 ILCS 5/3.445, defines "sanitary landfill" as:

> a facility permitted by the Agency for the disposal of waste on land meeting the requirements of the Resource Conservation and Recovery Act, P.L. 94-580, and regulations thereunder, and without creating nuisances or hazards to public health or safety, by confining the refuse to the smallest practical volume and covering it with a layer of earth at the conclusion of each day's operation, or by such other methods and intervals as the Board may provide by regulation.

64. Section 3.540 of the Act, 415 ILCS 5/3.540, defines "waste disposal site" as "a site on which solid waste is disposed."

65. Site 3 and Site 6 are not disposal sites that fulfill the requirements of a sanitary landfill.

66. Site 3 and Site 6 are not permitted waste disposal sites or facilities which meets the requirements of the Act or its regulations as they relate to the disposal or abandonment of waste.

67. IDOT engaged in the open dumping of waste and disposed of ACM waste between 1971 and 1976 when it: (a) used as fill, spread, buried, dumped, placed, disposed of and abandoned ACM waste on Sites 3 and 6, including the ROW, when it built an embankment on the north and south sides of Greenwood Avenue; (b) used as fill, spread, buried, dumped, placed, disposed of and abandoned ACM waste on Sites 3 and 6, including the ROW, when constructed and obliterated Bypasses A and B; and (c) generally used as fill, spread, buried, dumped, placed, disposed of and abandoned ACM waste on Sites 3 and 6, including the ROW, during construction of the Greenwood Avenue ramp and expressway bypass from 1971 to 1976.

68. The ACM waste dumped and disposed of on and under Sites 3 and 6, including the ROW, was abandoned by IDOT around 1976 and currently remains in situ.

69. IDOT caused or allowed the open dumping of ACM waste in violation of Section 21(a) of the Act, 415 ILCS 5/21(a).

70. IDOT caused or allowed the disposal of and abandonment of ACM waste in an area that does not meet the requirements of the Act or its regulations in violation of Section 21(e) of the Act, 415 ILCS 5/21(e).

71. IDOT, as an agent of the State of Illinois, since approximately 1970 has caused and allowed and continues to cause and allow the open dumping, disposal and abandonment of ACM waste within the ROW in violation of 415 ILCS 5/21(a), (e) and has operated and continues to operate a waste-storage, waste-treatment and/or waste-disposal operation involving the ROW without a permit issued by IEPA and not in accordance with regulations adopted by the Board in violation of 415 ILCS 5/21(d).

72. IDOT's violations are continuing in nature.

73. By moving ACM materials both horizontally and vertically within and outside the boundaries of the areas currently designated as Sites 3 and 6, IDOT introduced contamination to Site 3 and 6, including the ROW; exacerbated any existing contamination at those Sites and directly contributed to the scope of the EPA's selected remedy for Site 3 and for Site 6, which requires Complainant JM and ComEd to conduct extensive sub-surface excavation, including by creating clean corridors for each of the utilities running through the site, including within the ROW.

74. JM contends that because IDOT's violations of the Act have directly impacted the scope of the proposed remedy for Sites 3 and 6, including the need to excavate buried portions of Transite® pipe and to create clean corridors around the six utilities (portions of the remedy not proposed by JM and ComEd but ordered by EPA in 2012), IDOT should be required to participate in the response action for Sites 3 and 6.

75. As JM submitted a final Remedial Action Work Plan to EPA on January 24, 2014 and must begin implementation of EPA's proposed remedy shortly after the RAWP is approved, it stands to suffer immediate and irreparable injuries for which there is no adequate remedy at law.

76. Complainant JM is not aware of any identical or substantially similar action pending before the Board or in any other forum against Respondent IDOT based on the same conduct or alleging the same violations of the Act.

**PRAYER FOR RELIEF**

WHEREFORE, Complainant JOHNS MANVILLE respectfully requests that the Board enter an Order against Respondent ILLINOIS DEPARTMENT OF TRANSPORTATION:

A. Authorizing a hearing in this matter at which time Respondent will be required to answer the allegations herein;

B. Finding that the Respondent has violated Sections 21(a), 21(d) and (e) of the Act, 415 ILCS 5/21, as alleged herein;

C. Requiring Respondent to participate in the future response action on Sites 3 and 6 – implementing the remedy approved or ultimately approved by EPA – to the extent attributable to IDOT's violations of the Act, pursuant to the Board's broad authority to award equitable relief under Section 33 of the Act, 415 ILCS 5/33; and

D. Grant such other and further relief as the Board deems appropriate.

Dated: February 12, 2016

Respectfully submitted,

BRYAN CAVE LLP

Attorneys for Complainant Johns Manville

By: */s/ Susan E. Brice*

Susan Brice, ARDC No. 6228903
Lauren Caisman, ARDC No. 6312465
161 North Clark Street, Suite 4300
Chicago, Illinois 60601
(312) 602-5124
Email: susan.brice@bryancave.com

**From:** Stoddard, Keith W. <Keith.Stoddard@Illinois.gov>
**Sent:** Friday, May 29, 2015 7:42 AM
**To:** Warren, Steven G
**Cc:** Gobelman, Steven L
**Subject:** RE: Greenwood and Sands
**Attachments:** Doc 2288725-Mark Up.pdf; Parcel E393.pdf; 1649408.pdf

Good morning Steve

Document 1517501 was executed on August 3, 1971 and was recorded August 12, 1971. This same document appears to have been recorded a second time on July 16, 1974 as document 1649408.
Document 2288725 recorded June 8, 1984 clearly states, see pg. 8 of Doc 228875-Mark Up, that the purpose of the document is to correct the intent and legal description of Document 1649408.
Document 2288725 separates out ROW parcels from Easement Parcels, in addition it is clearly stated, see pg. 4 of Doc 228875-Mark Up, that the Grantor is fee simple owner of the above describe property, I believe referring to the property in which the temporary construction easements are located. Base on this information IDOT is not the owner of any of the temporary construction easements properties described in Document 2288725. I have attached additional document for your use. Contact me if you have any additional questions. Have a great weekend.

Sincerely,

Keith W. Stoddard PLS
Chief of Plats and Plans
Illinois Department of Transportation
District 1, Bureau of Land Acquisition
201 West Center Ct.
Schaumburg, IL 60196-1096
847-705-4771 (Office)
847-705-4218 (Fax)
keith.stoddard@illinois.gov

---

**From:** Warren, Steven G
**Sent:** Thursday, May 28, 2015 11:55 AM
**To:** Stoddard, Keith W.
**Cc:** Gobelman, Steven L
**Subject:** FW: Greenwood and Sands

Keith,

See below. Did you get a chance to look at the files I sent you?

---

**From:** Gobelman, Steven L
**Sent:** Thursday, May 28, 2015 11:13 AM
**To:** Warren, Steven G
**Subject:** RE: Greenwood and Sands

Did you get any information, I need this by noon tomorrow.

Steven Gobelman