BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

MODERN PLATING CORPORATION.	)	
	)	
	)	
Petitioner,	)	PCB No. 2026-031
	)	
v.	)	(Permit Appeal-RCRA)
	)	
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY,	)	
	)	
	)	
Respondent.	)	

NOTICE OF FILING

TO: Attached Service List Via Email

PLEASE TAKE NOTICE THAT today I caused to be electronically filed with the Clerk of the Illinois Pollution Control Board, via the "COOL" System, the Respondent Illinois Environmental Protection Agency's Respondent's Unopposed Motion to Supplement Record, a true and correct copy of which is attached hereto and hereby served upon you.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY,

By: /s/ Elizabeth Dubats

Elizabeth Dubats
Assistant Attorney General
Environmental Bureau
Illinois Attorney General's Office
115 S. LaSalle Street, 23rd Floor
Chicago, Illinois 60603
(773) 590-6794
Elizabeth.Dubats@ilag.gov

Dated: August 13, 2026

SERVICE LIST

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Hearing Officer
Illinois Pollution Control Board
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CERTIFICATE OF SERVICE

I, Elizabeth Dubats, an Assistant Attorney General, caused to be served on this 13th day of August 13, 2026, a true and correct copy of the Notice of Filing and Respondent's Unopposed Motion to Supplement Record, upon the persons listed on the Service List by electronic mail with return receipt.

/s/ Elizabeth Dubats
Elizabeth Dubats
Assistant Attorney General
Environmental Bureau
Illinois Attorney General's Office
115 S. LaSalle Street, 23rd Floor
Chicago, Illinois 60603
(773) 590-6794
Elizabeth.Dubats@ilag.gov

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	)	
	)	
Respondent.	)	

RESPONDENT'S UNOPPOSED MOTION TO SUPPLEMENT RECORD

Now comes Respondent, ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, by KWAME RAOUL, Attorney General of the State of Illinois, and hereby moves the Hearing Officer, in accordance with Sections 101.502 and 105.212 of the Board Procedural Regulations, 35 Ill. Adm. Code 101.502 and 105.212, to allow it to supplement the record in this matter with a single additional document, Illinois EPA's RCRA Delegation Agreement with USEPA ("Delegation Agreement") ("Motion to Supplement"). The document, titled Memorandum of Agreement Between the State of Illinois and the United States Environmental Protection Agency, Region 5, has been Bates stamped R 003660-003673, and is attached hereto as **Exhibit 1**.

The Delegation Agreement was executed in 2016 and governs Illinois EPA's administration of the Illinois RCRA program. *See generally* Ex. 1. As provided in the agreement, Illinois EPA's implementation of the Illinois RCRA program, which includes portions of the federal RCRA program delegated by the federal government to the states, must be done "in a manner equivalent to and consistent with the Federal program" and must be no "less stringent than the Federal Program." *Id.* at 2. The Delegation Agreement also requires Illinois EPA to "[c]arefully consider key Federal program guidance (and any updates) in conducting the RCRA Corrective

Action Program." *Id.* at 13. As such, the Delegation Agreement goes to the heart of Illinois EPA's decision-making authority with regards to the Illinois RCRA program, and accordingly, it was necessarily considered by Illinois EPA prior to the date of the 2025 Permit Decision in our case but was inadvertently left out of the Record. *See United Disposal of Bradley, Inc., et al. v. Illinois EPA*, PCB 03-235, at 4 (June 17, 2004) ("It is well-settled that the Agency record in a permit appeal consists only of the information which the Agency considered or should have considered in making its permitting decision"). The Delegation Agreement is a highly relevant public document and will be helpful to the Board in consideration of any arguments made in this case. Accordingly, its inclusion in the Record cannot be prejudicial to Petitioner. The undersigned has conferred with counsel for Petitioner, who advised that he does not object to Respondent's request.

WHEREFORE, Respondent, ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, respectfully requests that the Hearing Officer grant its Motion to Supplement and allow it to supplement the Record with 003660-003673.

Respectfully submitted,

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY,

by KWAME RAOUL,
Attorney General of the
State of Illinois

BY: */s/ Elizabeth Dubats*

Assistant Attorney General
Environmental Bureau
115 S. LaSalle St., Floor 23
Chicago, Illinois 60603
(312) 814-269
Elizabeth.Dubats@ilag.gov

MEMORANDUM OF AGREEMENT

BETWEEN

THE STATE OF ILLINOIS

AND

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

I. GENERAL

This Memorandum of Agreement ("Agreement") establishes policies, responsibilities, and procedures pursuant to 40 CFR § 271.8 for the State of Illinois' Hazardous Waste Management Program ("Illinois Program") authorized under Section 3006 of the Resource Conservation and Recovery Act ("RCRA") of 1976 (42 USC § 6901 et seq.) as amended (Public Laws 94-580, 96-482, and 98-616), and the United States Environmental Protection Agency ("USEPA") regional office for Region 5.

This Agreement further sets forth the manner in which the Illinois Environmental Protection Agency ("Illinois EPA") and USEPA will coordinate in Illinois EPA's administration of the authorized Illinois Program and, pending State authorization revision, USEPA's administration of the provisions of the Hazardous and Solid Waste Amendments of 1984 ("HSWA") for which Illinois is not authorized. For purposes of this Agreement, references to RCRA include HSWA.

This Agreement is entered into by the Director of the Illinois Environmental Protection Agency ("Director" or "Illinois EPA") and the Regional Administrator of USEPA Region 5 ("Regional Administrator" or "USEPA").

Nothing in this Agreement shall be construed to restrict in any way USEPA's oversight and enforcement authority under RCRA. Nothing in this Agreement shall be construed to contravene any provision of 40 CFR Part 271.

The parties will review the Agreement jointly at least annually (and other times as appropriate) during preparation of the annual Performance Partnership Agreement ("PPA") for Illinois, in connection with grant funding under Section 3011 of RCRA. If a dispute arises under this Agreement, the parties agree to resolve the dispute in accordance with the PPA.

This Agreement may be modified upon the initiative of either party in order to ensure consistency with revisions to the Illinois Program or for any other purpose mutually agreed upon. Any modifications to this Agreement must be in writing and must be signed by the Director and the Regional Administrator. This Agreement will remain in effect until such time as the Illinois program authorization is withdrawn by or is voluntarily transferred to USEPA according to the criteria and procedures established in 40 CFR §§ 271.22 and 271.23.

This Agreement shall become effective after being signed by the Director and the Regional Administrator. This Agreement supersedes the Memorandum of Agreement that was effective on July 12, 1996 and any subsequent amendments or revisions thereto.

II. POLICY STATEMENT

Each of the parties to this Agreement is responsible for ensuring that its obligations under RCRA are met. Illinois EPA has assumed primary responsibility for implementing the authorized provisions of the RCRA hazardous waste program within its geographic boundaries. However, the details of the actual program will be negotiated on an annual basis in the PPA commensurate with Federal and state resources. Illinois EPA will conduct the Illinois Program in accordance with USEPA program policies and guidance, including the National Performance Partnership System guidance.

Illinois EPA will administer the Illinois Program in a manner that is equivalent to and consistent with the Federal program and does not render the Illinois Program less stringent than the Federal program. Illinois EPA agrees to consider US EPA guidance in administering the Illinois Program.

Cooperation between USEPA and Illinois EPA is necessary to successfully implement the RCRA program. Illinois EPA's actual priorities for implementing the Illinois Program are determined as part of the development of the annual PPA. Consequently, good faith negotiations that result in reasonable expectations between USEPA and Illinois EPA will need to be a part of the development of the annual PPA. These negotiations will determine what RCRA program activities will be accomplished by Illinois EPA given the resources available.

Section 3006(g) of RCRA provides that hazardous waste requirements and prohibitions promulgated pursuant to HSWA are applicable in authorized states at the same time that they are applicable in unauthorized states. While USEPA retains responsibility for the direct implementation of those provisions of HSWA that Illinois EPA is not authorized to implement, it is the intention of USEPA and Illinois EPA to coordinate the implementation of such provisions to the greatest degree possible.

Illinois EPA and USEPA agree to maintain a high level of cooperation and coordination to assure successful and effective administration of the Illinois Program. USEPA and Illinois EPA will coordinate implementation of the Illinois Program in order to ensure full execution of the requirements of RCRA, to promote national consistency in implementation of RCRA, to allow

USEPA to report to the President and Congress on the achievements of the hazardous waste program, and to encourage Illinois EPA and USEPA to agree on desirable technical support and targets for joint efforts to prevent and mitigate environmental problems associated with the improper management of hazardous wastes.

III. STATE PROGRAM REVIEW

USEPA will assess Illinois' administration and enforcement of the Illinois Program on a continuing basis for equivalence and consistency with RCRA, this Agreement, and all applicable Federal requirements and policies, and for adequacy of enforcement. USEPA will conduct this assessment by reviewing information submitted by Illinois EPA in accordance with this Agreement and the PPA, and USEPA's permit review, compliance and enforcement review and annual review of Illinois Program activities.

USEPA may also consider, as part of the regular assessment of the Illinois Program, written comments about the Illinois Program administration and enforcement that are received from regulated persons, the public, and Federal, state and local agencies. Copies of any such comments will be provided to Illinois EPA in a timely manner and Illinois EPA shall have the opportunity to provide a timely response to USEPA prior to completion of this assessment of the Illinois Program.

Illinois EPA agrees to allow USEPA access to all files and other information requested by USEPA and deemed necessary by USEPA for reviewing Illinois EPA's administration and enforcement of the Illinois Program. File reviews may be conducted at any time.

Program review meetings between Illinois EPA and USEPA will be scheduled at reasonable intervals, not less than annually, to review specific operating procedures and schedules, to resolve problems, and to discuss mutual program concerns. These meetings will be scheduled at least fifteen (15) days in advance unless mutually agreed to differently. A tentative agenda will be prepared by USEPA for each meeting.

Illinois EPA and USEPA agree to develop, on an annual basis as a part of the PPA, criteria for prioritization of activities under the Illinois Program. These criteria will be based on guidance issued by USEPA in the Agency Operating Year Guidance, other guidance documents as appropriate, and State-specific concerns, and will serve to identify those activities which should receive the highest priority during the grant period.

IV. INFORMATION SHARING

A. General

This Section covers information sharing for miscellaneous elements of the Illinois Program. Information sharing requirements for major Illinois Program elements are covered in the respective sections of this Agreement addressing those elements (Section V - Permit

Issuance; Section VI - Permit Administration; and Section VII - Compliance Monitoring and Enforcement) and in the PPA.

Detailed tables describing the flow of documents between Illinois EPA and USEPA are included in Attachment 1 to this Agreement.

B. USEPA

USEPA will keep Illinois EPA informed of the content and meaning of Federal statutes, regulations, guidelines, standards, policy decisions, directives, judicial or legislative actions, and any other factors that affect the Illinois Program. USEPA will also provide general technical guidance to Illinois EPA. USEPA will share with Illinois EPA any national reports developed by USEPA relating to hazardous waste management and any USEPA reports created from the data submitted through state reporting requirements.

USEPA agrees to provide to Illinois EPA notification information from USEPA Form 8700-12 obtained by USEPA prior to the effective date of this Agreement, to the extent such information has not already been provided. USEPA will provide a copy of the original notification forms and/or a computer print-out containing all the notification information. USEPA will provide such information to Illinois EPA within thirty days of the effective date of this Agreement.

USEPA will also forward to Illinois EPA, on a monthly basis, notification information submitted by persons in Illinois who file such forms with USEPA after the effective date of this Agreement.

USEPA will make available to Illinois EPA other information requested in writing that Illinois EPA needs to implement the approved Illinois Program. Information provided to Illinois EPA will be subject to the terms of 40 CFR Part 2, which requires authorization of Illinois EPA to receive confidential business information in accordance with the procedures therein.

Information to be sent by USEPA to Illinois EPA shall be sent to the following contact:

Illinois EPA
Bureau of Land
Attn: Todd Marvel, RCRA Coordinator/USEPA Liaison
1021 North Grand Ave. East
Springfield, Illinois 62702

C. State

Illinois EPA agrees to provide any pertinent information requested by USEPA within a mutually agreed upon time frame, as necessary for USEPA to carry out its oversight responsibilities.

Illinois EPA agrees to inform USEPA, with as much advanced notice as possible, of proposed or adopted modification of Illinois EPA's legal authorities, memoranda of agreement or understanding with other agencies, or modifications to resource levels, that would affect Illinois EPA's ability to implement the authorized Illinois Program. Such modifications also include changes that would affect compliance monitoring and enforcement, such as privileges and immunities laws. Illinois EPA recognizes that program revisions must be made in accordance with the provisions of 40 CFR § 271.21 and that until approved by USEPA, revisions are not authorized as part of the Illinois Program.

Information to be sent by Illinois EPA to USEPA shall be sent to the following contacts:

Permit-related Information

Section Chief
RCRA/TSCA Programs Section
Land and Chemicals Division
U.S. EPA Region 5
77 West Jackson Blvd.
Chicago, Illinois 60604

Enforcement-related Information

Section Chief
RCRA Compliance Section 1
Land and Chemicals Division
U.S. EPA Region 5
77 West Jackson Blvd.
Chicago, Illinois 60604

Upon request, Illinois EPA agrees to provide USEPA with a copy of any decisions regarding requests made by hazardous waste handlers to change their classifications (e.g., requests to be deleted as generators but to retain facility status).

The Illinois EPA agrees to grant no variances, waivers or exemptions that would render the Illinois program less stringent than the Federal program. Any less stringent variance, waiver or exemption issued by Illinois EPA or any other body, including the Illinois Pollution Control Board, or dictated by otherwise applicable law would not be part of the authorized program and would not be a shield from enforcement by U.S. EPA.

Illinois agrees to provide USEPA with a copy of each request for a RCRA variance or adjusted standard in a timely manner. Written notification and a copy of the decisions to grant or deny a variance or adjusted standard will be provided to USEPA within five working days of Illinois EPA's receipt of the decision.

D. Site Visits

Whenever USEPA determines that it needs to obtain information concerning the Illinois Program, USEPA will first seek to gain this information from Illinois EPA and will provide, in writing, the reasons for its request of the information. Illinois EPA agrees to supply USEPA with this information within a mutually agreeable time frame. If Illinois EPA is unable to provide the information requested by USEPA, or if it is necessary to supplement the Illinois EPA information, USEPA may conduct a special inventory or perform information collection site visits after notifying Illinois EPA. USEPA will share with Illinois EPA any reports developed by USEPA as a result of such information collection.

E. Emergency Situations

Upon receipt of any information that the handling, storage, treatment, transportation, or disposal of hazardous waste is endangering human health or the environment, the party in receipt of such information shall immediately notify by telephone the other party to this Agreement of the existence of such situation. USEPA shall call 217/782-3637 and notify Illinois EPA's Emergency Response Unit, Illinois Environmental Protection Agency, 1021 N. Grand Ave. East, P.O. Box 19276, Springfield, Illinois 62794-9276. Illinois EPA shall call the 24-hour emergency number 312/353-2318 and notify Donald J. Bruce, Chief, Response Section II, Emergency and Enforcement Branch, SE-5J, USEPA (Region 5), 77 West Jackson Boulevard, Chicago, Illinois 60604-3590.

F. Confidentiality

Any information obtained or used in the administration of the Illinois Program shall be available to USEPA without restriction. If the information has been submitted to Illinois EPA under a claim of confidentiality, Illinois EPA must submit that claim to USEPA when providing that information to USEPA, in accordance with Section 7 and 7.1 of the Environmental Protection Act, 415 ILCS 5/7 and 5/7.1 as amended. Any information obtained from Illinois EPA and subject to a claim of confidentiality will be treated in accordance with the regulations in 40 CFR Part 2.

USEPA agrees to furnish to Illinois EPA information in USEPA files that is not submitted under a claim of confidentiality and which Illinois EPA needs to implement the Illinois Program. Subject to the conditions in 40 CFR Part 2, USEPA will furnish Illinois EPA information submitted to USEPA under a claim of confidentiality that Illinois EPA needs to implement the Illinois Program. All information USEPA agrees to transfer to Illinois EPA will be transferred in accordance with the requirements of 40 CFR Part 2. USEPA will notify affected facilities when such information is sent to Illinois EPA.

G. RCRA Data Management

Illinois EPA is responsible for receiving, processing, and verifying information on notification Form 8700-12 and for assigning RCRA identification numbers. If Illinois EPA receives a notification form from USEPA or an applicant, Illinois EPA will assign a RCRA

Identification number to the applicant and inform the applicant of its number. Illinois EPA will assign all RCRA Identification numbers and enter all notification data into the national RCRA data management system (currently, RCRAInfo).

Illinois EPA agrees to use, maintain, and enter data into the national RCRA data management system.

Illinois EPA is responsible for the correctness of the data Illinois EPA enters. Illinois EPA will timely correct any data errors in the national RCRA data management systems that Illinois EPA has created.

USEPA is responsible for the correctness of the data USEPA enters and will timely correct any data errors that USEPA has created.

USEPA will inform Illinois EPA promptly when changes are made to the national RCRA data management system that might affect Illinois EPA's implementation of that system.

Illinois EPA will input Biennial Reporting data into the national RCRA data management system within the time frames established by the USEPA Office of Resource Conservation and Recovery.

Neither Illinois EPA nor USEPA will unilaterally change their RCRA data management system in any way without advance consultation with, and agreement of, the other party.

Both USEPA and Illinois EPA, as implementers of the national RCRA data management systems, can choose and change their hardware platforms to optimize system efficiency, but will not do so in such a way as to affect the merged data base, access to the merged data base reports, or the potential for updating their implementer databases with the other party's data.

V. PERMIT ISSUANCE

Illinois EPA and USEPA have agreed to the permitting process described in this Agreement. Under this process, Illinois EPA and USEPA have established policies and procedures by which each will pursue their respective permitting responsibilities under RCRA. This permitting process is established in accordance with Section 3006(c)(3) of RCRA. The duties and responsibilities of Illinois EPA and USEPA for permitting, including any work sharing agreements, are also specified in the PPA.

USEPA and Illinois EPA may enter into a separate written agreement for the purpose of implementing a work-sharing program for permit issuance.

USEPA agrees to transfer to Illinois EPA any pending Part A and Part B hazardous waste management facility permit applications originally submitted directly to USEPA prior to the effective date of this Agreement pursuant to 40 CFR § 270.10 by facilities located in Illinois and

which have not already been transferred to Illinois EPA, together with all pertinent file information, for those portions of the program for which Illinois EPA has received authorization. Pertinent file information includes applications (including accompanying narratives, plans, maps, etc.), draft permits, public notices, administrative notices, fact sheets and correspondence. Such materials will be provided within thirty days after the effective date of this Agreement and according to any arrangements Illinois EPA and USEPA may make regarding the priority of transfer.

USEPA will also provide to Illinois EPA, within ten days of receipt by USEPA, Part A and Part B permit applications submitted directly to USEPA by persons in Illinois after the effective date of this Agreement.

A. USEPA Permitting

Illinois EPA and USEPA have agreed to a process for the processing and enforcement of permits for those provisions of RCRA for which Illinois EPA does not have authorization.

Pursuant to Section 3006(g)(1) of RCRA, whenever new HSWA standards are established under RCRA or USEPA revises federal HSWA regulations to add permitting standards for processes not currently covered by federal regulations, USEPA shall process and enforce HSWA permits applying those new standards to facilities in Illinois affected by those standards until Illinois EPA receives interim or final program authorization for those standards. If USEPA promulgates new standards requiring permit modification, USEPA retains the right, pursuant to 40 CFR § 270.42(b)(6)(vii), to extend the time period for final approval or denial of a modification request until such time that the State receives authorization for the new standards and the Illinois EPA completes review of the modification request in accordance with those standards. As Illinois EPA receives program authorization for additional provisions of RCRA, USEPA will suspend issuance of federal permits imposing those standards in Illinois.

B. USEPA Overview of State Permits

USEPA may comment in writing on any draft permit or on any proposed permit modification, whether or not USEPA commented on the permit application, within forty-five days of its receipt. Illinois EPA will ensure that USEPA will receive the draft or proposed permit materials that are out for public comment at least 45 days before issuance or denial of a permit. Where USEPA indicates in a comment that
issuance of the permit would be inconsistent with the approved Illinois Program, USEPA shall include in the comment:

1. a statement of the reasons for the comment (including the section or sections of Illinois regulations that support the comment and why they support that comment); and

2. the recommended actions that should be taken by Illinois EPA in order to address the comments (including the conditions that the permit would include if it were issued by USEPA).

USEPA shall notify Illinois EPA when satisfied that Illinois EPA has met or refuted its concerns and shall also provide the permit applicant with a copy of such notification.

Under Section 3008(a)(3) of RCRA, USEPA may terminate a State-issued permit in accordance with the procedures of 40 CFR Part 124, Subpart E, or bring an enforcement action in accordance with the procedures of 40 CFR Part 22 in the case of a violation of a State program requirement. In exercising these authorities, USEPA will observe the conditions established in 40 CFR § 271.19(e).

C. Illinois EPA Permitting

Illinois EPA is responsible for drafting, circulating for public review and comment, issuing, modifying, reissuing, and terminating all RCRA permits for all hazardous waste treatment, storage, and disposal facilities in Illinois which are subject to the authorized Illinois Program, and shall do so in a manner consistent with the Environmental Protection Act, 415 ILCS 5/1 et seq, as amended, with regulations adopted at 35 Illinois Administrative Code ("IAC") Parts 700, 702, 703, 705, 724, with this Agreement, and with the original Illinois EPA Program Description and all amendments thereto. Illinois EPA shall include as permit conditions all applicable provisions of 35 IAC Parts 702, 703, and 724. Illinois EPA agrees that any compliance schedules contained in permits it issues will require compliance with applicable standards as soon as possible.

If Illinois EPA has not yet received interim or final authorization to implement and enforce new standards established under HSWA or new standards adopted by USEPA, then USEPA will issue and enforce RCRA permits in Illinois for those new standards until Illinois EPA receives authorization of equivalent and consistent State standards.

Upon request by the holder of a USEPA-issued RCRA permit or upon expiration of that permit, Illinois EPA will issue or deny a State RCRA permit for newly-authorized provisions addressed in that USEPA-issued permit.

Illinois EPA agrees to consider all comments USEPA makes on permitting applications, draft permits, and permit modifications. Illinois EPA will satisfy or refute USEPA's concerns on a particular permit application, proposed permit modification, or draft permit in writing before issuing the permit or making the modification. To meet repository requirements, Illinois EPA will transmit to USEPA as they are received, copies of all Part A and Part B applications.

D. Other Federal Acts

Illinois EPA will ensure that it follows procedures required in applicable Federal laws identified in 40 CFR § 270.3.

VI. PERMIT ADMINISTRATION

USEPA will administer the RCRA permits it has issued to facilities in Illinois until they expire or are terminated. USEPA will be responsible for enforcing the terms and conditions of federal permits while they remain in force.

Illinois EPA agrees to review all hazardous waste permits which were issued under Illinois law prior to the effective date of this Agreement in accordance with 40 CFR § 271.13(d) and to modify, or revoke and reissue, such permits as necessary to require compliance with the authorized Illinois Program. Illinois EPA shall notify USEPA of any permits not equivalent to Federal permit requirements, including any permits that have been issued but are pending administrative or judicial appeal. Except for these non-equivalent permits, once USEPA has determined that Illinois EPA has fulfilled the requirements of 40 CFR § 271.13(d), USEPA will terminate applicable Federal permits, or Federal portion of permits, pursuant to the procedures in 40 CFR § 124.5(d).

Where the State permit is not equivalent to the federal permit requirements, the State may modify, or revoke and reissue the State permit as necessary to require compliance with its authorized program in a manner consistent with RCRA as amended by HSWA. If the State does not modify, or revoke and reissue, a permit equivalent to the federal permit, USEPA will administer and enforce its permit until it expires or is terminated.

Upon the effective date of an equivalent State permit, USEPA will terminate the federal permit pursuant to 40 CFR §§271.8(6) and 124.5(d). USEPA will notify the permittee by certified mail of its intent to terminate the federal permit, and give the permittee 30 days in which to agree or object to termination of the permit.

USEPA will notify Illinois EPA that the permits are terminated, will no longer administer those permits or portions of permits for which Illinois EPA is authorized, and will rely on Illinois EPA to enforce those terms and conditions of the State RCRA permits in accordance with this Agreement.

The State agrees to resolve all State permit appeals in a manner consistent with its authorized RCRA program.

VII. COMPLIANCE MONITORING AND ENFORCEMENT

A. USEPA

Nothing in this Agreement shall restrict USEPA's right to inspect any hazardous waste generator, transporter, or facility, or bring enforcement action against any person believed to be in violation of the Illinois Program or Federal hazardous waste program or believed to have a release of hazardous waste or hazardous constituents. Before conducting an inspection of a generator, transporter, or facility, USEPA will normally give Illinois EPA at least seven, and whenever possible, 15 days notice of the intent to inspect in accordance with 40 CFR

§ 271.8(b)(3)(i). USEPA will offer Illinois EPA an opportunity to accompany the USEPA inspector on such inspections. In case of an imminent hazard to human health and the environment, USEPA may shorten or waive the notice period. In the event that USEPA waives the notice period, USEPA shall, on the day of the inspection, inform Illinois EPA that an inspection has occurred and its findings, if any.

Prior to the beginning of each fiscal year, USEPA will notify Illinois EPA of the frequency of USEPA joint inspections to be conducted during the fiscal year. USEPA will negotiate, on an annual basis with Illinois EPA, the percentage of Illinois EPA's compliance inspections on which USEPA will accompany Illinois EPA.

USEPA may take enforcement action against any person determined to be in violation of RCRA in accordance with Section 3008(a)(2). However, USEPA will normally take enforcement action only when requested to do so by Illinois EPA, or upon determining that Illinois EPA has not taken timely and appropriate enforcement action. USEPA will notify Illinois EPA prior to issuing an order or commencing a civil action under Section 3008(a)(2) of RCRA. In most instances, this notice will be in writing. USEPA also retains its rights to issue orders and bring actions under Sections 3008(h), 3013, and 7003 of RCRA and any other applicable federal statute.

After providing notice to Illinois EPA, USEPA may take action under Section 3008 of RCRA against a holder of a permit issued by Illinois EPA on the ground that the permittee is not complying with a condition of that permit. In addition, USEPA may take action under Section 3008 of RCRA against a holder of a permit issued by Illinois EPA on the ground that the permittee is not complying with a condition that USEPA, in commenting on the permit application or draft permit, stated was necessary to implement approved Illinois program requirements, whether or not that condition was included in the final permit.

USEPA agrees to provide to Illinois EPA copies of any final inspection reports resulting from compliance inspections within a reasonable time from completion of the inspections.

B. Illinois EPA

Illinois EPA agrees to carry out a program for monitoring the compliance by generators, transporters, and facilities with applicable Illinois Program requirements (see 40 CFR § 271.15). As part of this program, Illinois EPA will conduct compliance inspections to assess compliance with generator and transporter standards (including manifest requirements), facility standards, permit requirements, compliance schedules, and all other Illinois Program requirements. Compliance monitoring activities and priorities will be specified in Illinois EPA's Enforcement Management System ("EMS") and the annual PPA and shall be consistent with all applicable federal requirements and with Illinois EPA's Program Description.

USEPA and Illinois EPA may enter into a separate written agreement for the purpose of implementing a work-sharing program for compliance activities.

Illinois EPA agrees to provide USEPA, upon request, compliance, monitoring inspection and enforcement data, including copies of inspection reports and subsequent enforcement actions, for all commercial and federal facilities and any other facilities requested by USEPA in accordance with the PPA or this Agreement.

In accordance with its EMS, Illinois EPA agrees to take timely and appropriate enforcement action against persons in violation of generator and transporter standards (including manifest requirements), facility standards, permit requirements, compliance schedules, and all other Illinois Program requirements, including violations detected by Illinois or Federal compliance inspections. Appropriate Illinois enforcement action or response will be set forth by Illinois EPA's EMS and will not include more than two warning letters.

Illinois EPA will maintain procedures for receiving and ensuring proper consideration of information about violations submitted by the public.

Any civil penalty sought, or agreed upon by Illinois EPA shall be appropriate to the violation, as defined in 40 CFR § 271.16(c).

Illinois EPA agrees to retain all records pertaining to compliance monitoring and enforcement for at least three years unless there is an enforcement action pending. In that case, all records pertaining to that action will be retained until such action is resolved.

VIII. AVAILABILITY OF INFORMATION

A. General

Illinois EPA agrees to provide for the public availability of information it obtains regarding facilities and sites for the treatment, storage, and disposal of hazardous waste, and to make such information available to the public in substantially the same manner, and to the same degree, as USEPA would under Federal law.

Illinois EPA agrees to maintain the authorized Illinois Program to allow public availability of information in a manner and to a degree that is at least equivalent to that available under Federal law.

A reduction or waiver of fees will be considered in connection with each request from a representative of the press or other communication medium, or from a public interest group. Illinois EPA agrees to reduce or waive the fee if it determines that a reduction or waiver of the fee is in the public interest because furnishing the information can be considered as primarily benefitting the general public.

B. Requests for information.

If it denies a written request for information, Illinois EPA agrees to provide the requestor the basis for the denial and to notify the requestor of any applicable Illinois judicial or

administrative procedures or statues of limitations.

Illinois EPA agrees to make the fullest possible disclosure of records to the public, except where the record would qualify for any of the exemptions under the Federal Freedom of Information Act, 5 U.S.C. § 552(a)(2), if such exemption is recognized by Illinois.

C. Confidentiality of Business Information

If a claim of confidentiality is asserted and cannot be resolved in the time period provided for Illinois EPA to respond to a request, Illinois EPA agrees to notify the requestor of the confidentiality claim within the maximum 30-day time limit provided for an Illinois EPA response. In addition, the requestor will be told that the request was initially denied in order to resolve the confidentiality claim.

D. Oversight

Illinois EPA agrees to keep a log of denials of requests for information (or a file containing copies of denial letters sent to requestors) which will be made available to USEPA during the review of the Illinois Program.

Illinois EPA agrees to keep USEPA fully informed of any proposed modifications to its basic statutory or regulatory authority, its forms, procedures, or priorities, as applied to Section 3006(f) of RCRA.

IX. CORRECTIVE ACTION

A. Illinois EPA Role

Illinois EPA will conduct the RCRA Corrective Action Program under Sections 3004(u) and (v) of RCRA in a manner that promotes rapid achievement of cleanups while protecting human health and the environment. Specifically, Illinois EPA will, to the extent practicable:

1. Embrace flexible, practical, results-based approaches that focus on control of human exposure and contaminated groundwater migration in the short term, with final cleanup being the long term goal;

2. Provide ready public access to information and meaningful opportunities for public involvement in the cleanup process;

3. Foster a culture of innovation, creativity, communication and technical expertise, focused on accelerating cleanups and meeting program goals; and

4. Carefully consider key Federal program guidance (and any updates) in conducting the RCRA Corrective Action Program.

B. USEPA Role

USEPA will assist Illinois EPA with all aspects of the cleanup program and support its efforts to conduct faster, focused and more flexible RCRA cleanups.

STATE OF ILLINOIS
ENVIRONMENTAL
PROTECTION AGENCY

BY: _____
Alec Messina
Acting Director

DATE: 10/11/16

UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY
REGION 5

BY: _____
Robert A. Kaplan
Acting Regional Administrator

DATE: 12/23/2016