

ILLINOIS POLLUTION CONTROL BOARD
January 22, 1987

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY	)	
and PEOPLE OF THE STATE OF ILLINOIS,	)	
	)	
Complainants,	)	
	)	
v.	)	PCB 80-21
	)	
INTERSTATE POLLUTION CONTROL, INC.,	)	
a Delaware corporation licensed to	)	
do business in Illinois, LAVERNE E.	)	
ANDERSON, LUCILLE D. ANDERSON and	)	
MARGARET J. JOHNSON,	)	
	)	
Respondents.	)	

MR. GERALD T. KARR, ASSISTANT ATTORNEY GENERAL, APPEARED ON BEHALF OF THE COMPLAINANTS.

IMMEL, ZELLE, OGREN, McCLAIN & GERMERAAD (MR. THOMAS J. IMMEL, OF COUNSEL) APPEARED ON BEHALF OF INTERSTATE POLLUTION CONTROL, INC.

LAVERNE E. ANDERSON, ATTORNEY AT LAW, APPEARED PRO SE AND ON BEHALF OF LUCILLE D. ANDERSON AND MARGARET J. JOHNSON.

STEVEN P. STRAUSS, ATTORNEY AT LAW, ENFORCEMENT PROGRAMS, DIVISION OF LAND POLLUTION CONTROL, ILLINOIS ENVIRONMENTAL PROTECTION AGENCY WAS ALSO PRESENT AT THE HEARING.

OPINION AND ORDER OF THE BOARD (by J.D. Dumelle):

This matter comes before the Board on the January 25, 1980 Complaint, as amended on April 29, 1980 and August 26, 1980, brought by the Illinois Environmental Protection Agency (Agency) against Interstate Pollution Control, Inc. (IPC), Laverne Anderson, Lucille Anderson and Margaret Johnson.

Complainants alleged in Count I of the Second Amended Complaint that from July 29, 1974, until August 26, 1980 (including, but not limited to, July 29, 1974; August 8, 1974; October 3, 1974; May 5, 1975; July 21, 1976; December 6, 1978; January 8, 1979; April 20, 1979; May 18, 1979; June 28, 1979; July 17, 1979 and August 1, 1979) respondents caused or allowed the operation of an existing solid waste management site without the requisite Operating Permit from the Agency in violation of Rule 202(b)(1) of Chapter 7: Solid Waste Regulations (now 35 Ill. Adm. Code 807.202(b)(1)) and Sections 21(d) and 21(e) of the Illinois Environmental Protection Act (Act).

Complainants allege in Count II that from July 29, 1974, until August 26, 1980 (including, but not limited to, July 29,

1974; August 8, 1974; December 6, 1978 and June 28, 1979) respondents caused or allowed the open dumping of refuse without providing sufficient cover in violation of Rule 305(a) of Chapter 7: Solid Waste Regulations (now 35 Ill. Adm. Code 807.305(a)) and Sections 21(a) and 21(e) of the Act.

Complainants allege in Count III that from May 20, 1974, until August 26, 1980 (including, but not limited to, May 20, 1974; July 29, 1974; August 8, 1974; October 3, 1974; May 5, 1975; December 6, 1978; January 9, 1979; April 20, 1979; May 18, 1979; June 20, 1979; July 17, 1979 and August 1, 1979) respondent IPC deposited contaminants upon the land in such place and manner so as to create a water pollution hazard in violation of Section 12(d) of the Act.

Complainants allege in Count IV that from May 20, 1974, until August 26, 1980 (including, but not limited to, May 20, 1974; June 20, 1974; July 29, 1974; August 8, 1974; October 3, 1974; May 5, 1975; June 28, 1979 and August 1, 1979) respondents deposited or allowed contaminants to be deposited upon the land in such a way as to cause, threaten or allow the discharge of contaminants into the environment so as to cause or tend to cause water pollution in Illinois, either alone or in combination with other sources, in violation of Section 12(a) of the Act.

After an extensive discovery process, hearing was held on August 22, 1986. The parties filed a Proposal for Settlement on September 2, 1986. On October 23, 1986, the Board requested that the parties address several issues relating to the applicability of Illinois' Resource Conservation and Recovery Act (RCRA) regulations to the site in question. On December 29, 1986, the Board received a response from the Complainants and Respondent IPC.

The impetus for the Board's October 23, 1986 Order was the concern expressed by several Board Members that the remedy set forth in the proposed settlement agreement may require the issuance of either a RCRA permit or the equivalent of a federal RCRA "delayed compliance order" in order to be effectuated. Even if the alleged violations do not reference the RCRA regulations, the applicability of such regulations must be considered in fashioning an appropriate remedy.

Based on the response received, the Board concludes that neither a RCRA permit or the equivalent of a federal "delayed compliance order" is necessary in order to effectuate the remedy proposed. However, the Board notes that Illinois' RCRA regulations apply not only to owners and operators of hazardous waste treatment, storage or disposal facilities that have fully complied with the interim status requirements under Section 3005(e) of RCRA (42 U.S.C. 6901 et seq.) and 35 Ill. Adm. Code, Part 703, but also to owners and operators of hazardous waste treatment, storage, or disposal facilities in existence on November 19, 1980 who have failed to provide timely notification

of such activities pursuant to Section 3010(a) of RCRA and/or who have failed to file a "Part A" permit application as required by 40 CFR 270.10(e) or (g) or 35 Ill. Adm. Code 703.150 and 703.152. The Board concludes that the facility in question was not an existing facility as defined under RCRA, as of November 19, 1980, and, therefore, Illinois' RCRA regulations do not apply.

The following facts have been stipulated to by the parties:

Respondent Interstate Pollution Control, Inc. (IPC) is alleged to have been the operator of the facility in question under a lease from Respondents Anderson and Johnson, who owned the property in fee. The site is located in an industrial area of Rockford, Illinois approximately one-half mile east of the Rock River. IPC's activities at the site included the temporary storage of industrial waste, consisting for the most part of oils, oily waste waters, chemical wastes, cyanide sludges and acids. IPC used the facility to store and transfer liquids in bulk and to recover lubricating and crankcase oils for subsequent transfer to reclaimers and recyclers. Drums of materials received from small-quality generators were consolidated for trans-shipment off-site or drums of materials were decanted and transferred to bulk storage or bulk shipment off-site. IPC ceased operations at the facility in late 1979.

A pond existed at the site into which IPC placed industrial waste waters. Use of this pond was terminated at the request of the Agency, and a certain amount of contaminated soil was stripped therefrom and disposed of pursuant to supplemental permits issued by the Agency in 1979 and 1980. Clay material and concrete debris were brought from off-site and used to fill the former pond and restore the grade at the site. During 1979, a USEPA inventory at the facility identified between 600 and 800 drums of unidentified material in storage, 21 above-ground storage tanks and four underground storage tanks. All drummed materials were removed from the site and above-ground storage tanks were emptied. All visibly contained soils have been removed from the site. IPC continues to lease the facility from Respondents Anderson and Johnson for use as a storage building in an unrelated business activity of IPC's.

The parties have indicated that the site in question is immediately adjacent to a closed landfill in Rockford, Illinois which is known as the Peoples Avenue Landfill. The general area within which the Respondents' site is located is currently undergoing extensive study by the USEPA for possible remedial action activity and both the IPC site and the Peoples Avenue Landfill are presently being studied as possible candidates for inclusion on the Federal Superfund National Priorities List. (Stip. 3-4). During the pendency of the instant enforcement action in PCB 80-21, USEPA took formal action to initiate a study of the Peoples Avenue Landfill and began an extensive groundwater monitoring program which included the placement of monitoring wells on, and around, the IPC site. (Stip. 5).

To assist Respondent IPC in evaluating what necessary actions, if any, still need to be taken at the site, independent consultants were hired to study the property and its potential impact on the surrounding area. (See: Hearing Exhibit No. 1, the study by M. Rapps and Associates). Both the Agency and the Office of the Illinois Attorney General have had possession of the Rapp Study for a limited period of time and have no opinion about it. The Attorney General's Office has used its technical support staff and technical personnel of the Agency and has made independent judgements as to the actions, if any, which should be taken at the site. Accordingly, the proposed settlement agreement was fashioned to include the remedial activities already undertaken by Respondent IPC at the site and also the following programs resulting from technical studies and evaluations. (Stip. 5).

The proposed settlement agreement provides that the Respondents: (1) admit the jurisdictional allegations of the Second Amended Complaint, but deny each and every material allegation of the Second Amended Complaint; (2) agree to cease and desist from any violations of the Act and regulations thereunder; (3) shall not engage in any activities at the site which would have the effect of impairing the integrity of any existing monitoring wells (however, by so agreeing, the Respondents are not obligated to maintain any existing wells or install new ones); (4) agree to provide the Agency with access to the site, during reasonable business hours, for the purpose of gathering samples from monitoring wells and for determining whether the Respondents have complied with the terms of the settlement agreement in PCB 80-21; (5) agree to execute any and all documents which are required to effectuate the terms of the settlement agreement in PCB 80-21; (6) agree to provide the Agency or its designated agents with access to the site, during reasonable business hours for the purpose of drilling one or more monitoring wells* at locations to be determined by the Agency and for the purpose of entering the site on an ongoing basis in order to monitor the wells installed pursuant to paragraph 12 of the Stipulation as well as the wells presently existing on the property, and (7) shall file with the County Recorder of Deeds a notification in form and substance satisfactory to the Agency that the property has been used as a landfill and may contain hazardous substances. (Stip. 5-11).

*The purposes of the monitoring wells include, but are not limited to: (1) determining the effectiveness of the clay cap to be placed upon the waste water storage pond by the Respondents; (2) ascertaining ground water directional flows, and (3) determining the extend of contamination (upgradient of the site, downgradient of the site, and within the site). The Agency has agreed to "endeavor, in good faith, and consistent with the purposes set forth above, to place the wells at locations which will not impede the normal operations" of IPC's business, however, it is noted that "the Agency's determination of the placement of the wells shall be final". (Stip. 9-10).

Additionally, the proposed settlement agreement provides that "Respondent agrees that any lease or transfer of ownership of the real estate shall provide continued access to the Agency for the purpose of monitoring all wells on site" and states that Respondent IPC: (1) agrees to pay the sum of \$5,500.00 into the Illinois Environmental Protection Trust Fund within 60 days of the date of the Board's Order in the instant case; (2) shall terminate all on-site storage of oil, drain any and all oil remaining in underground tanks and fill these tanks with sand, drain all the oil contained in the above-ground 100,000 gallon storage tank located at the facility and remove it from the site and obtain a certificate from a registered professional engineer that these agreed-upon measures have been completed (and thereafter supply that certificate to the Agency); (3) shall install a cap over that portion of the facility formerly occupied by the industrial wastewater storage pond according to agreed-upon criteria acceptable to the Agency (this cap shall measure 275 feet by 85 feet and consist of two feet of fine grain soil material on the order of silty clay glacial till, which shall be compacted to 95% of Standard Proctor and be of a permeability not greater than 1×10^{-7} , etc.) and thereafter obtain, and supply to the Agency, a certificate from a registered professional engineer verifying compliance with the terms of item #4 on pages 6 and 7 of the Stipulation; (4) agrees that, in the event that IPC elects to build a structure on any portion of the aforementioned capped area, the physical characteristics of the foundation and flooring of the structure will be of such physical properties to at least be equivalent to the cap itself in terms of porosity and ability to withstand weathering and shall be accompanied by an appropriate certificate from a registered professional engineer and properly submitted to the Agency, and (5) agrees that the cap described in item #4 on pages 6 and 7 of the Stipulation shall be overlain with a coating of asphalt not less than $1\frac{1}{2}$ inches thick and pitched in such a fashion as to avoid the accumulation of standing water and shall notify the Agency when the cap, including asphalt overlay, has been completed.** (Stip. 5-11)

In evaluating this enforcement action and proposed settlement agreement, the Board has taken into consideration all the facts and circumstances in light of the specific criteria delineated in Section 33(c) of the Act and finds the settlement agreement acceptable under 35 Ill. Adm. Code 103.180. Accordingly, the Respondents will be ordered to cease and desist from any violations of the Act and regulations thereunder and Respondent IPC will be ordered to pay the sum of \$5,500.00 into the Environmental Protection Trust Fund.

**The Respondents have agreed to provide continuing periodic maintenance to the cap in order to provide for the cap's continuing integrity. (Stip. 8). Moreover, it has been agreed that "the asphalt shall be maintained, strengthened and upgraded as needed to support the traffic to which it is subjected" if "any traffic or vehicles are permitted to pass over the asphalt". (Stip. 8).

This Opinion constitutes the Board's findings of fact and conclusions of law in this matter.

ORDER

It is the Order of the Illinois Pollution Control Board that:

1. The Respondents shall cease and desist from any violations of the Illinois Environmental Protection Act and regulations thereunder.
2. Within 60 days of the date of the Order, Respondent Interstate Pollution Control, Inc. shall, by certified check or money order payable to the State of Illinois and designated for deposit into the Environmental Protection Trust Fund, pay the sum of \$5,500.00 which is to be sent to:

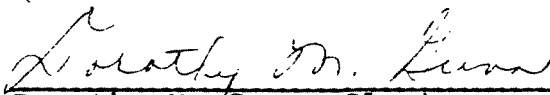
Illinois Environmental Protection Agency
Fiscal Services Division
2200 Churchill Road
Springfield, Illinois 62706

3. The Respondents shall comply with all the terms and conditions of the Proposal for Settlement which was filed on September 2, 1986, and is attached hereto.

IT IS SO ORDERED.

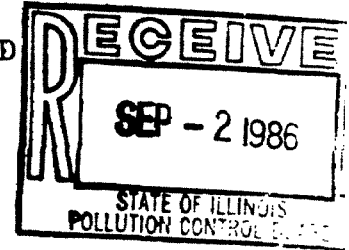
Board Member J. Theodore Meyer dissents.

I, Dorothy M. Gunn, Clerk of the Illinois Pollution Control Board, hereby certify that the above Opinion and Order was adopted on the 22nd day of January, 1987 by a vote of 5-1.



Dorothy M. Gunn, Clerk
Illinois Pollution Control Board

BEFORE THE POLLUTION CONTROL BOARD
OF THE STATE OF ILLINOIS



ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY AND PEOPLE
OF THE STATE OF ILLINOIS,

Complainants,

v.

INTERSTATE POLLUTION CONTROL, INC.,
a Delaware corporation licensed
to do business in Illinois, LAVERNE
E. ANDERSON, LUCILLE D. ANDERSON and
MARGARET J. JOHNSON,

Respondents.

PCB 80-21

PROPOSAL FOR SETTLEMENT

I.

Introduction

The Complainants in this proceeding, ILLINOIS ENVIRONMENTAL PROTECTION AGENCY AND PEOPLE OF THE STATE OF ILLINOIS, appear by Neil F. Hartigan, Attorney General. Respondent, INTERSTATE POLLUTION CONTROL, INC., a Delaware corporation authorized to do business in the State of Illinois, is represented by Attorney Thomas J. Immel. Respondents, LAVERNE E. ANDERSON, LUCILLE D. ANDERSON and MARGARET J. JOHNSON, appear by Laverne E. Anderson, their attorney. The original Complaint in this proceeding was filed on or about January 25, 1980. Thereafter, on or about April 29, 1980, said Complaint was amended, and thereafter amended for a second time on or about August 26, 1980. The Second Amended Complaint, consisting of four counts, accused the Respondents of violations of the

Environmental Protection Act ("Act") and the Rules and Regulations of the Illinois Pollution Control Board, specifically those provisions which relate to the permitting and operation of solid waste management sites. The Second Amended Complaint alleges that the Respondents operated the facility which is the subject matter of the Complaint without proper operating permits in violation of Solid Waste Rule 807.202(b)(1) (old Rule 202) and Section 21(d) and (e) of the Act, and in such a manner as to create a water pollution hazard in violation of Section 12(d) of the Act. The Complaint also asserts that the Respondents engaged in open dumping at the site, failed to apply cover pursuant to the Solid Waste Rules 807.305(a) (old Rule 505) and Section 21(a) and (c) of the Act, and threatened or allowed the discharge of contaminants in such a manner as to cause water pollution in violation of Section 12(a) of the Act. Interstate Pollution Control, Inc. ("IPC"), is alleged to have been the operator of the facility in question under a lease from the Respondents Anderson and Johnson, who owned the property in fee. The site is located in an industrial area of Rockford, Illinois, approximately one-half mile east of the Rock River. The IPC facility is situated on a narrow strip of land encompassing approximately two acres. IPC ceased operations at the facility in late 1979. During 1979, a USEPA inventory at the facility identified between 600 and

800 drums of unidentified material in storage, 21 above-ground storage tanks, and four underground storage tanks. IPC's activities at the site had included the temporary storage of industrial waste, consisting for the most part of oils, oily waste waters, chemical wastes, cyanide sludges and acids. IPC used the facility to store and transfer liquids in bulk and to recover lubricating and crankcase oils for subsequent transfer to reclaimers and recyclers. Drums of materials received from small quantity generators were consolidated for transshipment off-site, or drums of materials were decanted and transferred to bulk storage or bulk shipment off-site. A pond existed at the site into which IPC placed industrial waste waters. At the request of the Illinois Environmental Protection Agency, use of the pond was terminated, and a certain amount of contaminated soil was stripped therefrom and disposed of pursuant to supplemental permits issued by the Agency in 1979 and 1980. Clay material and concrete debris was then brought from off-site and used to fill the former pond and restore the grade at the site. All drummed materials were likewise removed from the site and above-ground storage tanks were emptied. All visibly contaminated soils have been removed from the site. All of the foregoing activity at the site has terminated. Instead, IPC continues to lease the facility from the Andersons and Johnson and to use the storage building on site for storage of portable

toilets (owners of IPC have an unrelated business activity involving the leasing of portable sanitation facilities to construction sites, public events, etc.). The IPC site which is the subject matter of this proceeding is immediately adjacent to a facility in Rockford, Illinois known as the Peoples Avenue Landfill, which is now closed. The general area within which the site is located is presently undergoing extensive study by the USEPA for possible remedial action activity. The Peoples Avenue Landfill and the IPC site are being studied as possible candidates for inclusion on the Federal Superfund National Priorities List. IPC retained the services of consultants M. Rapps & Associates to assist them in evaluating what actions, if any, should be undertaken at the IPC site to address the concerns of the Complainants in this case as set forth in their Second Amended Complaint. M. Rapps & Associates made a study of the site and its potential impact on the surrounding area. Their report has been provided to IPC and will be submitted by IPC as an exhibit at the hearing in this cause. The Office of the Attorney General and the Agency have had possession of the Rapps' study for a limited period of time, have not had an opportunity to study it, and have no opinion about it. The Office of the Illinois Attorney General has looked to its own technical support staff, as well as the technical personnel of the Illinois Environmental Protection Agency

and made independent judgments as to the actions, if any, which should be taken to address the concerns expressed on the face of the Second Amended Complaint in this proceeding. Extensive discussions between the parties have been on-going, but periodically interrupted while the parties awaited the results of technical evaluations or studies. Also, during the pendency of these proceedings, the United States Environmental Protection Agency took formal action to initiate a study of the Peoples Avenue Landfill and commenced an areal groundwater monitoring program, which included the placement of monitoring wells on and around the IPC site. As a result of discussions and negotiations between the parties, a decision was reached that the above-referenced matter should be settled, which settlement would take into account the remedial activities already undertaken by IPC at the site. The parties have, therefore, agreed to the following:

II.

Settlement Agreement

Complainants and Respondents agree as follows:

1. Respondents admit all the jurisdictional allegations of the Second Amended Complaint.
2. No statement, representation or undertaking contained within this Settlement Agreement shall be binding upon any party unless the Settlement Agreement is approved

in all respects by the Illinois Pollution Control Board. The Settlement Agreement is entered into for purposes of settling this litigation and avoiding unnecessary expense. It can in no way be considered an admission for the purposes of any other proceeding before any other tribunal in any state or federal jurisdiction. The Settlement Agreement is proposed and submitted to the Illinois Pollution Control Board pursuant to the provisions of 35 Ill. Adm. Code 103.180. Except for admitting the jurisdictional allegations of the Second Amended Complaint, the Respondents have and continue to deny each and every material allegation of the Second Amended Complaint. Notwithstanding said denial, Respondents agree that they will undertake the actions described in the succeeding paragraphs of this Settlement Agreement.

3. IPC has agreed to terminate all on-site storage of oil for the present as well as in the future. It will drain any and all oil remaining in underground tanks and cause said tanks to be filled with sand. Further, IPC will drain all oil contained in the above-ground 100,000 gallon storage tank located at the facility and remove it from the site. IPC will obtain a certificate from a Registered Professional Engineer that the terms of this paragraph have been met and supply said certificate to the Environmental Protection Agency.

4. IPC agrees to install a cap over that

portion of the facility formerly occupied by the industrial waste water storage pond. Said cap shall measure 275 feet by 85 feet and consist of 2 feet of fine grain soil material on the order of silty clay glacial till, which shall be compacted to 95% of Standard Proctor and be of a permeability not greater than 1×10^{-7} .

IEPA shall be advised by IPC of the source of the fine-grained soil material prior to its placement. In the event IEPA objects to any specific source of material, it shall so notify IPC within 30 days of being notified of the source, in which event that source will not be used. In the event that IPC elects to build a structure on any portion of the capped area, the physical characteristics of the foundation and flooring of the structure will be of such physical properties to at least be equivalent to the cap itself in terms of porosity and ability to withstand weathering. The IEPA neither approves nor disapproves the construction of any structure provided that the structure will be equivalent to the cap as described hereinabove. IPC shall obtain the certificate of a Registered Professional Engineer that they have complied with the terms of this paragraph and provide said certificate to the Environmental Protection Agency.

5. The cap described in the preceding paragraph shall be overlain with a coating of asphalt not less than 1-1/2 inches thick and pitched in such a fashion as to

avoid the accumulation of standing water. Respondents shall provide continuing periodic maintenance to the cap so as to provide for its continuing integrity. To the extent that any traffic or vehicles are permitted to pass over the asphalt, the asphalt shall be maintained, strengthened and upgraded as needed to support the traffic to which it is subjected. IPC shall notify the Agency when the cap, including the asphalt overlay, has been completed.

6. Respondents will not engage in any activities at the site which would have the effect of impairing the integrity of any existing monitoring wells; however, by so agreeing, Respondants are not obligated to maintain any existing wells or install new ones.

7. Respondents agree to provide the Illinois Environmental Protection Agency with access to the site, during reasonable business hours, for the purpose of gathering samples from monitoring wells and to determine that Respondents have complied with the terms of this Settlement Agreement.

8. All of the Respondents agree to execute any and all documents which are required to effectuate the terms of this Settlement Agreement.

9. Complainants and Respondents agree that implementation of this Settlement Agreement will constitute full and final settlement of the claims made by Complainants in their Second Amended Complaint now pending

before this Board, which Second Amended Complaint is incorporated by reference herein.

10. Complainants and Respondents agree that the implementation of this Settlement Agreement is conditioned upon and effective only upon its approval in all respects by the Illinois Pollution Control Board.

11. Respondents agree to cease and desist from any violations of the Illinois Environmental Protection Act, Ill. Rev. Stat. 1985, Ch. 111-1/2, Par. 1001, et seq., and regulations thereunder, all as alleged in the Second Amended Complaint.

12. Respondents agree to provide the IEPA or its designated agents with access to the site, during reasonable business hours, both for the purpose of drilling one or more monitoring wells at locations to be determined by the IEPA, and for the purpose of entering the site on an ongoing basis in order to monitor the wells installed pursuant to this paragraph as well as the wells presently existing on the property. The purposes of the monitoring wells include but are not limited to determining the effectiveness of the clay cap to be placed upon the waste water storage pond by the Respondents, determining ground water directional flows, and determining the extent of contamination upgradient of the site, downgradient of the site and within the site. The IEPA will endeavor, in good faith, and consistent with the purposes set forth above, to

place the wells at locations which will not impede the normal operations of Respondent's business. However, the Agency's determination of the placement of the wells shall be final.

13. Respondent agrees that any lease or transfer of ownership of the real estate shall provide continued access to the IEPA for the purpose of monitoring all wells on site.

14. Respondents shall file with County Recorder of Deeds a notification in form and substance satisfactory to the IEPA that the property has been used as a landfill and may contain hazardous substances.

15. Complainants and Respondents agree that the settlement of this suit and entry of an agreed order shall in no way constitute either a waiver of any party's rights or a release or waiver of any party's potential liability arising under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, and the rules and regulations promulgated thereunder or to Sections 4, 22.2 and 22.7 of the Environmental Protection Act and any amendments thereto and all rules and regulations promulgated thereunder.

16. Respondent IPC agrees that within 60 days of approval of this Settlement Agreement by the Illinois Pollution Control Board, IPC shall make a contribution in the amount of \$5,500.00 to the Environmental Protection

Trust Fund, which fund exists pursuant to the provisions of the Illinois Environmental Protection Act.

III

Conclusion

WHEREFORE, for all of the foregoing reasons, the above-named Complainants and Respondents jointly request that the Illinois Pollution Control Board adopt and accept the Settlement Agreement as written.

Respectfully submitted,

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY and
PEOPLE OF THE STATE OF
ILLINOIS, Complainants

By Neil F. Hartigan,
Attorney General, State
of Illinois, Attorney for
Complainants

By Gerald T. Karr
Gerald T. Karr

INTERSTATE POLLUTION CONTROL,
INC., Respondent

By Thomas J. Immel
Thomas J. Immel
Attorney for Respondent IPC

LAVERNE E. ANDERSON, LUCILLE
D. ANDERSON and MARGARET J.
JOHNSON, Respondents

By Laverne E. Anderson
Laverne E. Anderson
Their Attorney

APPROVED:

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

By Joseph Svoboda
Joseph Svoboda
Manager, Enforcement Programs

INTERSTATE POLLUTION CONTROL,
INC

By Charles B. Kullberg
Charles Kullberg
President