ILLINOIS POLLUTION CONTROL BOARD
February 15, 2001

VILLAGE OF PARK FOREST,	)	
	)	
Complainant,	)	
	)	
v.	)	PCB 01-77
	)	(Enforcement – Land, Water)
SEARS, ROEBUCK, & CO.,	)	
	)	
Respondent.	)	

ORDER OF THE BOARD (by S.T. Lawton, Jr.):

On November 1, 2000, the Village of Park Forest filed a complaint, alleging respondent, Sears, Roebuck, & Co. (Sears), owned and operated a retail automotive service and gasoline station[1] at 100 Victory Boulevard in Park Forest, Cook County, Illinois,[2] from 1965 to 1995, in a manner which violated the Environmental Protection Act (Act). Sears filed a separate but related cause of action in the circuit court on November 21, 2000. On December 6, 2000, Sears filed a motion to stay the proceedings before the Board, and an application for submission not subject to disclosure of portions of its December 6, 2000 motions, an agreement between the parties, and a related complaint for breach of contract filed by the respondent in circuit court. Sears also requested a prehearing conference as soon as practicable. The Board accepts this matter for hearing, denies respondent's motion to stay proceedings and grants respondent's application for non-disclosure, as explained below. The Board refers the respondent's request for a prehearing conference to the hearing officer in this matter for further consideration.

DUPLICITOUS/FRIVOLOUS DETERMINATION

This matter is before the Board pursuant to Section 31(d) of the Act (415 ILCS 5/31(d) (1998)) and Section 101.202 of the Board's new procedural rules (35 Ill. Adm. Code 101.202). Under Section 31(d) of the Act, enforcement cases filed by citizens are placed on the Board's agenda to determine whether the case is frivolous or duplicitous. 415 ILCS 5/31(d) (1998). The Board's current procedural rules, which became effective January 1, 2001, define the terms "duplicitous" and "frivolous." 35 Ill. Adm. Code 101.202.

Allegations in the Complaint Are Not Frivolous

The Board's new procedural rules state that a complaint is frivolous if the Board does not have the authority to grant the requested relief, or if the complaint fails to state a cause of action

[1] The retail automotive service and gas station allegedly owned and operated by Sears, which is located at 100 Victory Boulevard in Park Forest, Illinois will be referred to as "systems."
[2] The location at 100 Victory Boulevard in Park Forest, Cook County, Illinois will be referred to as the "site."

for which the Board can grant relief. 35 Ill. Adm. Code 101.202.[3] The complainant in this matter alleges that the respondent violated sections of the Act pertaining to open dumping, illegal waste disposal, water pollution, and the creation of a water pollution hazard, under Sections 21(a), 21(e), 12(a), and 12(d) of the Act. See 415 ILCS 5/12(a), 12(d), 21(a), 21(e) (1998).

The Complaint Asks for Suitable Relief, Except for Attorney Fees and Litigation Costs

The complainant asks the Board to grant suitable relief in part by requesting that the Board: (1) find Sears in violation of the Act; (2) order Sears to reimburse the Village for cleanup costs due to such violations; and (3) award the complainant the costs of the proceeding, including expert witness fees and attorney fees. Comp. at 4-9.[4]

The complainant seeks suitable relief in requesting the Board to find that Sears violated the Act and award cleanup costs that were a consequence of such violations. Comp. at 4-9. Respondent challenged the existence of a private right of action to recover cleanup costs in this case in its November 21, 2000 complaint with the Chancery Division of the circuit court of Cook County. Section 31(d) of the Act permits citizens to file a complaint with the Board against any person, which alleges a violation of the Act or any rule or regulation thereunder. 415 ILCS 5/31(d) (1998). The Board has the authority under Section 33(a) of the Act to grant cleanup costs that result from respondent's violations of the Act. 415 ILCS 5/33(a) (1998). Section 33(a) grants the Board the broad authority to make final determinations "as it shall deem appropriate under the circumstances." *Id.*

The circuit court of Cook County recently upheld the Board's authority to award clean-up costs to a citizen in an underground storage tank case. Dalise Enterprises v. IPCB, 00-CH-12113 (September 12, 2000) (concerning Union Oil Co. of California v. Bargeway Oil Company, Inc. (January 7, 1999), PCB 98-169). Moreover, "the Board has consistently held that it has the authority to award cleanup costs to private parties for a violation of the Act." Union Oil (January 7, 1999), PCB 98-169, slip op. at 7 (citing Lake County Forest Preserve District v. Ostro (July 30, 1992), PCB 92-80; Herrin Security Bank v. Shell Oil Co. (September 1, 1994), PCB 94-178 (citations omitted)). Since the Board has jurisdiction to hear possible violations of the Act and can grant appropriate relief in this case, it finds the request for reimbursement of cleanup costs is not frivolous under the Act and the Board's procedural rules.

The complaint contains one request that the Board does not have the authority to grant. The Board cannot award attorney's fees and other ordinary expenses of litigation in citizen's suits. ESG Watts v. PCB and IEPA, 286 Ill. App. 3d 325, 337, 676 N.E.2d 299, 307 (3rd Dist. 1997). The Board strikes this requested relief from the complaint.

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[3] The Board utilized the same definition of frivolous prior to the adoption of the new procedural rules. See Walsh v. Kolpas (September 23, 1999), PCB 00-35, slip op. at 2; Colony of Longmeadow HOA v. Dominick's (January 6, 2000), PCB 00-92, slip op. at 1; People v. State Oil (August 19, 1999), PCB 97-103, slip op. at 3.

[4] The complaint in this matter will be referred to as "Comp. at __."

The Complaint Asserts Sufficient Grounds for Each Allegation.

The complainant establishes sufficient grounds for each of the four counts in the complaint so that the allegations are not frivolous. The first count of the complaint is not frivolous because the complainant provided sufficient information to properly allege that the respondent caused or allowed the open dumping of waste in violation of Section 21(a) of the Act. See 415 ILCS 5/21(a) (1998). The complainant alleged that Sears caused or allowed open dumping by releasing waste in the form of gasoline, waste oil and other petroleum related products and by-products onto the site when Sears owned and operated systems at the site. Comp. at 3.

The second count of the complaint is not frivolous, where the complainant adequately alleged that the respondent violated the illegal waste disposal section of the Act. Section 21(e) of the Act states that no person shall:

> dispose, treat, store or abandon any waste . . . ,except at a site or facility which meets the requirements of the Act and of regulations and standards thereunder. 415 ILCS 5/21(e) (1998).

The complainant alleged that the respondent violated Section 21(e) of the Act by allowing waste in the form of gasoline, waste oil, and other petroleum substances to leak from the underground storage tanks (USTs) and possible other unknown sources at the site during its ownership and management of the site. Comp. at 5-6.

The third count of the complaint is not frivolous, where the complainant alleged that the respondent violated the water pollution section of the Act. Section 12(a) of the Act states that no person shall:

> [c]ause, threaten, or allow the discharge of any contaminants into the environment in any State so as to cause or tend to cause water pollution in Illinois. 415 ILCS 5/12(a) (1998).

The complainant alleges that the respondent caused, threatened, or allowed water pollution by allowing contaminants in the form of gasoline, waste oil, and other petroleum substances into the environment, which leaked into and remained in the land and groundwater at the site. Comp. at 7.

Finally, count four of the complaint is not frivolous in that respondent allegedly "[d]eposit[ed] any contaminants upon the land in such a place and manner so as to create a water pollution hazard" in violation of Section 12(d) of the Act. 415 ILCS 5/12(d) (1998). The complainant alleged that Sears created a water pollution hazard by allowing the release of contaminants, including gasoline, waste oil, and other petroleum substances to leak into and remain in the land and groundwater at the site. Comp. at 8.

The Complaint is Not Duplicitous

The Board's new procedural rules define duplicitous as a matter before the Board that is identical or substantially similar to one brought in this or another forum. 35 Ill. Adm. Code 101.202.[5] Neither party successfully identified any other actions, identical or substantially similar to this pending in this or another forum.

The respondent did not challenge the complaint as duplicitous. However, in its motion to stay the proceedings, respondent stated that it filed a contract dispute claim with the circuit court on November 22, 2000, approximately one month after the Village of Park Forest filed a complaint in this matter on November 1, 2000. The respondent alleged that its complaint for declaratory judgment in the circuit court involves a breach of the confidentiality agreement within the contract that pertains to the site in this matter, located at 100 Victory Boulevard in Park Forest, Illinois. Specifically, respondent stated that its complaint "requests damages for breach of contract, injunctive relief, indemnification pursuant to contract, and a declaratory judgment regarding the parties' respective rights." Resp. Mot. to Stay at 2.[6]

Respondent stated that the disposition in the contract dispute may resolve the issue of liability in this matter and may in part or completely obviate the need for a hearing before the Board. Resp. Mot. to Stay at 1. However, respondent also stated that:

> "[t]here can be no doubt that these breach of contract claims are separate and distinct from the claims asserted by the Village in this action. The facts and circumstances that form the basis for Sears of breach of contract and injunction claims in its circuit court [brief] are completely separate from the allegations giving rise to the Village's claims in its Complaint [before the Board]." Resp. Mot. to Stay at 3.

The Board agrees that the contract dispute in the circuit court involves a separate cause of action, which is neither identical nor substantially similar to the environmental violations alleged in the complaint in this matter. The Board has previously found that complaints alleging violations of the Act are not substantially similar to related cases concerning breach of contract and fraud. See People v. State Oil Company (August 19, 1999), PCB 97-103, slip op. at 6 (citing Morton College Board of Trustees v. Town of Cicero (January 8, 1998), PCB 98-59, slip op. at 5).

The question as to whether Sears violated the Act as alleged in the November 1, 2000 complaint is properly before the Board. If Sears later chose to file a case in circuit court for breach of a confidentiality agreement with the Village of Park Forest, it does not affect the Board's ability and discretion to hear this environmental matter at this time.

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[5] The Board utilized the same definition of duplicitous prior to the adoption of the new procedural rules. See Walsh v. Kolpas (September 23, 1999), PCB 00-35, slip op. at 2.

[6] The respondent's motion to stay proceedings and request for prehearing conference, filed with the Board on December 6, 2000, will be referred to as "Resp. Mot. to Stay at __."

Based on the information before us, and our own independent search of our database, the Board finds that this action is not duplicitous. In summary, the Board finds that the complaint is neither frivolous nor duplicitous, and accepts the case for hearing.

RESPONDENT'S MOTION TO STAY PROCEEDINGS IS DENIED

Respondent filed a motion to stay proceedings and request for a pre-hearing conference with the Board on December 6, 2000. The Board's procedural rules state that "[m]otions to stay a proceeding must be directed to the Board and must be accompanied by sufficient information detailing why a stay is needed . . . ." 35 Ill. Adm. Code 101.514. The respondent failed to provide sufficient information to show that the Board should grant a stay in this matter.

The respondent requests the Board to stay this proceeding even though the complainant filed its complaint in this matter approximately one month prior to when respondent filed its complaint for breach of contract in the circuit court. In its motion, respondent discusses the contract issues before the circuit court, and states that "[t]he requested temporary stay will promote judicial economy and efficiency because resolution of the issues currently pending before the circuit court could obviate the need for a hearing before the Board altogether and/or narrow the issues to be tried in this hearing." Resp. Mot. to Stay at 1.

The Board finds that the case before the Board, which will determine whether or not Sears is liable for violations of the Act, could not be obviated by the resolution of the contract dispute in the circuit court. The Board, with its technical expertise, is well equipped to determine whether Sears violated the Act. As stated above in the Board's finding that this matter is not duplicitous, this case involves a separate cause of action from the issue before the circuit court. The circuit court case does not include allegations that Sears violated the Act.

Respondent does not cite to any statutory authority or case law in its motion to stay proceedings that would otherwise support its position that the Board should stay this case. However, the complainant alleges in its December 20, 2000 response to respondent's motion that it cannot consolidate both cases by refiling its environmental claim in the circuit court because "a private parties (sic) sole remedy under this Act is before the Board." Comp. Resp. at 7 (citing People v. State Oil (August 19, 1999), PCB 97-103, slip op. at 7).

Respondent challenged this argument in its reply to complainant's response, stating that the complainant should file a counterclaim concerning the environmental violations in the circuit court. Respondent argued that the Illinois Supreme Court in People v. Fiorini decided under similar circumstances that "to require that a portion of the instant action be heard before the [Board] at this juncture would frustrate judicial economy and common sense." Resp. Reply at 3 (citing People v. Fiorini, 143 Ill. 2d 318, 338, 574 N.E.2d 612, 619 (1991)). According to the respondent, Fiorini held that "concurrent jurisdiction exists in the Circuit Court and the proper administrative agency for actions alleging violations of the Act." Resp. Reply at 3 (citing Fiorini, 143 Ill. 2d at 339, 574 N.E.2d at 620).

Respondent takes the finding in Fiorini out of context that consolidating two matters involving the Act in the circuit court is analogous to this matter. Resp. Reply at 3. The facts

underlying Fiorini differ significantly from the case before the Board. In Fiorini, the Illinois Attorney General filed a complaint in the circuit court, where it alleged that the defendant, Fiorini, violated land and air sections of the Act and Board regulations. Fiorini, 143 Ill. 2d at 326, 574 N.E.2d at 614. The defendant, in turn, filed a counter-claim (which the court construed to be a third-party complaint) against several third-party defendants. Fiorini, 143 Ill. 2d at 326, 329, 574 N.E.2d at 614-15. The defendant, in the counter-claim, alleged that the third-party defendants dumped waste on the defendant's site, and requested the circuit court to grant injunctive relief and cleanup costs pursuant to Section 21 of the Act. Fiorini, 143 Ill. 2d at 329-30, 574 N.E.2d at 615-16.

The defendant in Fiorini argued that Section 45(d) allows citizens to bring third-party complaints from actions brought pursuant to the Act. Fiorini, 143 Ill. 2d at 331, 574 N.E.2d at 616. Section 45(d) allows defendants to recover actual cleanup costs from third parties. Fiorini, 143 Ill. 2d at 334, 574 N.E.2d at 617. Since Section 45(d) was enacted after the original action was brought, the Illinois Supreme Court declined to retroactively apply the new law. However, the Illinois Supreme Court accepted the third-party complaint in the State case "to avoid frustrat[ing] judicial economy and common sense." Fiorini, 143 Ill. 2d at 326, 329, 574 N.E.2d at 614-15.

This matter involves an entirely different situation. The complainant properly brought a citizen's environmental enforcement action before the Board, and Sears subsequently filed a case concerning breach of contract with the circuit court. As stated above, the cause of action in this case is separate and distinct from the one that Sears later filed in circuit court. Unlike Fiorini, the complainant in this matter is not requesting the circuit court to consolidate the environmental matter with a like environmental issue in the circuit court. The Board finds the analogy is stretched, and is not sufficient to cause the Board to stay this proceeding.

The respondent maintains the position in its December 29, 2000 reply that "[a]ll of the claims between the parties should be heard in the circuit court action instead of having two tribunals hear pieces of claims related to the same Agreement at the same time. . . ." Resp. Reply at 3. The Board finds that this argument is irrelevant because the complainant chose the Board to decide this matter in its earlier filing on November 1, 2000, and the Board is a proper forum to hear this case. The respondent cannot force the complainant to switch venue and file a counterclaim concerning respondent's alleged violations of the Act in circuit court because respondent later filed a complaint for breach of contract and wants the circuit court to adjudicate both the environmental and contractual matters in a single proceeding.

The complainant, in its December 20, 2000 response to the respondent's motion to stay the proceedings, applied an Illinois Supreme Court test that determines when to stay a later proceeding. Comp. Resp. at 5 (citing A.E. Staley Manufacturing Company v. Swift & Company, 84 Ill. 2d 245, 245, 419 N.E.2d 23, 27-28 (1980).). The Board has previously utilized this test when determining whether to later stay a proceeding. Environmental Site Developers v. White & Brewer Trucking; People v. White & Brewer Trucking (July 10, 1997), PCB 96-180, slip op. at 4. The Board will not apply the Illinois Supreme Court test to the case at hand because the complainant filed the separate cause of action before the Board on November 1, 2000, which was well before the respondent filed its complaint in the circuit court on November 21, 2000. For the

reasons stated above, the Board denies the respondent's motion to stay the proceedings. The Board notes that the respondent still has the option to seek a stay of its later contract dispute in the circuit court pending the resolution of the issue of liability in this case.

RESPONDENT'S APPLICATION FOR SUBMISSION NOT SUBJECT TO DISCLOSURE IS GRANTED

On December 6, 2000, respondent filed an application for submission "not subject to disclosure" with the Board, pursuant to Section 101.161 of the Board's procedural rules.[7] Section 7 of the Act states that all files, records and data of the Board are open to reasonable public inspection, except for "information privileged against introduction in judicial proceedings." 415 ILCS 5/7(a)(ii) (1998). Since respondent filed its application on December 6, 2000, the Board reviews the request under its former procedural rules, which were effective until January 1, 2001. Section 101.161(a) of the Board's former procedural rules stated that the Board can stamp certain materials "Not Subject to Disclosure," including information privileged against introduction in judicial proceedings and confidential data submitted by any person under the Act. 35 Ill. Adm. Code 101.161(a)(2) and (a)(3).[8] Section 101.161(b) stated that an application for non-disclosure had to contain:

> 1) Identification of the precise material, or parts of the material, for which non-disclosure is sought;
>
> 2) Indication of the particular non-disclosure category into which the material falls; and
>
> 3) A concise statement of the reasons for requesting non-disclosure. The application shall be verified by affidavit and contain such data and information as will inform the Board of the nature of the material for which non-disclosure is sought, the reasons why non-disclosure is necessary and the number and title of all persons familiar with such information, and how long the material has been limited from disclosure. 35 Ill. Adm. Code 101.161 (b).

Sears requested in its application that the Board order its application, motion to stay proceedings, complaint in the circuit court, and an agreement between the parties to be subject to non-disclosure under 35 Ill. Adm. Code 101.161(a)(2) and (a)(3). Sears submitted "that the Agreement and the discussion of terms and provisions of the Agreement in the Complaint and Motion constitute Information Privileged Against Introduction as well as Confidential Data." Resp. Application at 2. Sears submitted copies of its complete application and motion, as well as public copies, which excluded all information concerning the agreement. Sears stated in its

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[7] On December 6, 2000, respondent filed an application for submission "not subject to disclosure" with the Board, which will be referred to as "Resp. Application at __."

[8] The Board has since adopted new procedural rules concerning materials not subject to disclosure, which became effective on January 1, 2001. See 35 Ill. Adm. Code 130, Subparts A, D.

application and December 29, 2000 reply that the circuit court entered an order directing filing under seal of the respondent's complaint and agreement with the complainant. Sears also attached the circuit court order to its motion.

In its December 29, 2000 reply to complainant's response to its application, Sears states that, "[p]ursuant to the Settlement Agreement and Mutual Release between Sears and the Village, both parties are prohibited from making any public statements concerning the subject matter of the Agreement and both parties are required to 'use all reasonable efforts to keep the Agreement strictly confidential.'" Resp. Reply at 2. Sears discusses in the reply that the "Circuit Court is the proper forum to determine the issues related to the other aspects of the Agreement – namely the interpretation of the indemnity and release provisions of the Agreement." Resp. Reply at 2. Unlike its application to the Board on December 6, 2000, Sears did not mark any material in its reply as redacted or attempt to exclude any information in the document from public view.

The respondent provided sufficient information in its application to grant its request for non-disclosure of its original motion, agreement, and circuit court complaint under Section 101.161 of the Board's former procedural rules. In its application, Sears identified the portions of its motions subject to the contract dispute, the agreement between the parties, and its circuit court complaint as the information to be subject to non-disclosure under Section 101.161 of the Board's procedural rules. In the public copies of its application and motion to stay proceedings, Sears removed all information that it stated could violate its agreement with the complainant in the circuit court case. Sears identified the selected material as confidential data and information privileged against introduction under 35 Ill. Adm. Code 101.161(a)(2) and (a)(3), and briefly stated how disclosing such information could place it in breach of a contract with the complainant.

Sears also filed an affidavit with the Board on December 6, 2000, which complied with Section 101.161 of the Board's existing procedural rules by verifying the truth of the information in its application. Sears alleged in its application that the agreement solely between it and the complainant and the terms thereof were limited from public exposure since the date of execution on December 11, 1995, through the date that the respondent filed its application with the Board. Resp. Application at 3.

Complainant, in its December 20, 2000 response to respondent's application, stated that the "application is wholly insufficient and does not warrant 'non-disclosable' status before the Board." Comp. Resp. at 3. Complainant stated that Sears waived any argument for privilege by filing a complaint concerning the contract dispute with the circuit court. Comp. Resp. at 3. However, respondent correctly stated in its reply to complainant's response that the circuit court has sealed the complaint and other information relative to its contract dispute.

Complainant also argues that the information concerning the agreement, which Sears requests to be not subject to disclosure, does not properly fall under the "confidential data" exception of the Board's former procedural rules. See 35 Ill. Adm. Code 101.161(a)(3). Complainant states that the Board discussed the nature of "confidential data" in the adjusted standard, *In re* Petition of Horsehead Resource and Development Company, Inc (September 9,

1999), AS 00-2. In the adjusted standard case, the Board granted petitioner's request to qualify price lists and invoices to certain customers as non-disclosable information because disclosure of such information would give petitioner's "customers and competitors a 'competitive advantage' at [petitioner's] expense." *Id.* at 2-3.

The Board agrees that the respondent's application, motion to stay proceedings, circuit court complaint, and the agreement between the parties do not qualify as "confidential data." The documents that respondent alleges are confidential data do not resemble true data or confidential material that requires protection from unfair competition. Unlike the price lists and invoices for respondent's business operation in Horsehead Resources, the application by the respondent in this matter involves pleadings and a contract between the parties and concerns the site in this case. The main reason to seal the contract from disclosure is also different from the need to protect the respondent against an unfair competitive advantage. Unlike matters involving trade secrets, the disclosure of the contract in this case may violate a breach of confidentiality provision in a contract between the parties. Public disclosure of the contract between the parties would not give the complainant or any other member of the public a competitive edge over respondent by revealing the company's price structure or quantity of products, as in the case of Horsehead Resources.

Although the Board finds that the contract and respondent's complaint, application and motion are not confidential data, the requested information does qualify as "information privileged against introduction in judicial proceedings" under 35 Ill. Adm. 101.161(a)(2) of the Board's former procedural rules. Although public view of the substance of the respondent's petition would not create an unfair competitive advantage, public disclosure of the terms of the contract does potentially place the respondent in a position of violating a confidentiality clause, which is the subject of a sealed matter in the circuit court.

In light of the contract dispute between the parties for breach of confidentiality, the Board grants the respondent's application. The Board orders the information not included for public view in the respondent's December 6, 2000 motions, the agreement between the parties, and the complaint before the circuit court to be considered information not subject to disclosure under 35 Ill. Adm. Code 101.163(a)(2). The Board notes that all future information not within the purview of the respondent's application, including the respondent's reply on December 29, 2000, are not included in this order. If Sears finds that it must refer to parts of the contract in dispute in a manner that may violate its agreement with the complainant, Sears must file an application in accordance with Section 130 of the Board's new procedural rules. 35 Ill. Adm. Code 130, Subparts A, D.

CONCLUSION

The Board finds the allegations in the complaint are neither duplicitous nor frivolous, and accepts this matter for hearing. The Board denies the respondent's motion to stay proceedings, but grants its application for submission "not subject to disclosure." The Board finds that the information that was not included for public view in the respondent's December 6, 2000 motions, the agreement between the parties, and the complaint before the circuit court are considered information privileged against introduction in judicial proceedings.

See 415 ILCS 5/7(a)(ii) (1998); 35 Ill. Adm. Code 101.163(a)(2). The Board finds that this information is not subject to disclosure under the Act and Board regulations. Finally, the Board refers the request for a pre-hearing conference to the hearing officer for further consideration.

The Board directs that this matter proceed to hearing as expeditiously as practicable. The Board will assign a hearing officer to conduct hearings consistent with this order and Sections 101.600 and 101.612 of the Board's new procedural rules. See 35 Ill. Adm. Code 101.600 and 101.612.

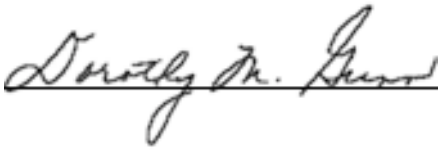
The assigned hearing officer shall inform the Clerk of the Board of the time and location of the hearing at least 30 days within advance of the hearing so that a 21-day public notice of the hearing may be published. After hearing, the hearing officer shall submit an exhibit list, a statement regarding credibility of witnesses, and all actual exhibits to the Board within five days of the hearing.

Any briefing schedule shall provide for final filings as expeditiously as possible. It is the responsibility of the hearing officer to guide the parties toward prompt resolution or adjudication of this matter, through whatever status calls and hearing officer orders he determines are necessary and appropriate.

IT IS SO ORDERED.

Board Member R.C. Flemal dissented.

I, Dorothy M. Gunn, Clerk of the Illinois Pollution Control Board, hereby certify that the above order was adopted on the 15th day of February 2001 by a vote of 6-1.



Dorothy M. Gunn, Clerk
Illinois Pollution Control Board