

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS,)
)
Complainant,)
)
v.) PCB 2011-021
)
PRAIRIELAND INVESTMENT GROUP,)
L.L.C., an Illinois limited liability company,)
and KEVIN S. COOK, d/b/a KC)
CONSTRUCTION,)
)
Respondents.)

NOTICE OF FILING

TO: Mr. John Therriault Carol Webb, Esq.
Assistant Clerk of the Board Hearing Officer
Illinois Pollution Control Board Illinois Pollution Control Board
100 West Randolph Street 1021 North Grand Avenue East
Suite 11-500 Post Office Box 19274
Chicago, Illinois 60601 Springfield, Illinois 62794-9274
(VIA ELECTRONIC MAIL) (VIA U.S. MAIL)

(PERSONS ON ATTACHED SERVICE LIST)

PLEASE TAKE NOTICE that I have today filed with the Office of the Clerk of the Illinois Pollution Control Board the **ANSWER TO COMPLAINT** on behalf of PRAIRIELAND INVESTMENT GROUP, L.L.C., copies of which are herewith served upon you.

Respectfully submitted,

By: /s/ Jennifer M. Martin

Dated: January 7, 2011

Jennifer M. Martin
HODGE DWYER & DRIVER
3150 Roland Avenue
Post Office Box 5776
Springfield, Illinois 62705-5776
(217) 523-4900

THIS FILING SUBMITTED ON RECYCLED PAPER

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

PEOPLE OF THE STATE OF ILLINOIS,)
)
 Complainant,)
)
 v.) PCB No. 2011-021
)
 PRAIRIELAND INVESTMENT GROUP, L.L.C.,)
 an Illinois limited liability company, and)
 KEVIN S. COOK, d/b/a KC Construction,)
)
 Respondents.

**PRAIRIELAND INVESTMENT GROUP, L.L.C.'S
ANSWER TO COMPLAINT**

NOW COMES Respondent, PRAIRIELAND INVESTMENT GROUP, L.L.C.
("Prairieland"), by and through its attorneys, HODGE DWYER & DRIVER, and for its Answer
to Counts I and II of the Complainant's Complaint, state as follows:

**COUNT I
ASBESTOS NESHAP VIOLATIONS - PRAIRIELAND**

1. This Complaint is brought by the Attorney General on her own motion, pursuant
to the terms and provisions of Section 31 of the Illinois Environmental Protection Act ("Act"),
415 ILCS 5/31 (2008).

ANSWER: Respondent admits the allegation in paragraph 1.

2. At all times pertinent to this complaint, PRAIRIELAND INVESTMENT
GROUP, L.L.C. ("PRAIRIELAND"), was an Illinois limited liability company in good standing.

ANSWER: Respondent admits the allegation in paragraph 2.

3. At all times pertinent to this complaint, KEVIN S. COOK, d/b/a KC Construction
("COOK") was a sole proprietorship.

ANSWER: Respondent, PRAIRIELAND, does not have sufficient information with which to either admit or deny the allegation in paragraph 3. To the extent that the allegation of paragraph 3 is directed to other respondents, no answer is required.

4. Since approximately May 2007, PRAIRIELAND has been the owner of the former Robert Morris College property (“facility”) located in the northeastern portion of the City of Carthage, Hancock County, Illinois.

ANSWER: Respondent, PRAIRIELAND, denies the allegation in paragraph 4, and states affirmatively that it purchased the facility on June 21, 2007.

5. In October 2007, Hurst-Rosche Engineers, Inc. and Farmer Environmental Services provided to PRAIRIELAND an asbestos assessment of the buildings located at the facility. Pursuant to this assessment, the various types of asbestos-containing material (“ACM”) located within each building was determined and the quantities of the ACM were measured.

ANSWER: Respondent, PRAIRIELAND, admits that, in October 2007, Hurst-Rosche Engineers, Inc. provided to PRAIRIELAND a Phase II Environmental Assessment which identified the presence, but not quantities, of ACM located within certain buildings at the facility. Respondent denies the remaining allegations of paragraph 5.

6. The following ACM was determined to be located within the Moser Hall: approximately 1,334 square feet of 12”x12” floor tile/mastic, approximately 1,501 square feet of 9”x9” floor tile/mastic, approximately 2,791 square feet of terrazzo flooring, and approximately 507 square feet of transite wall and ceiling material. Quantities of asbestos containing gasket material, window caulk, ceramic tile mastic, and drywall compound were also located at or within Moser Hall.

ANSWER: Respondent, PRAIRIELAND, admits that the quantities of ACM identified in paragraph 6 as present in Moser Hall were *estimates* prepared by Hurst-Roche Engineers, Inc. in 2009. Respondent denies that this information was provided to PRAIRIELAND in October 2007, and denies the remaining allegations of paragraph 6.

7. The following ACM was determined to be located within Heating Plant No. 1: approximately 76 lineal feet of pipe insulation material.

ANSWER: Respondent, PRAIRIELAND, admits that the quantity of ACM identified in paragraph 7 as present in Heating Plant No. 1 was an *estimate* prepared by Hurst-Roche Engineers, Inc. in 2009. Respondent denies that this information was provided to PRAIRIELAND in October 2007, and denies the remaining allegations of paragraph 7.

8. The following ACM was determined to be located within the Campus Cafeteria: approximately 6,014 square feet of 9"x9" floor tile/mastic and approximately 36 lineal feet of pipe insulation material. Quantities of window caulk were also located at the Campus Cafeteria.

ANSWER: Respondent, PRAIRIELAND, admits that the quantities of ACM identified in paragraph 8 as present in the Campus Cafeteria were *estimates* prepared by Hurst-Roche Engineers, Inc. in 2009. Respondent denies that this information was provided to PRAIRIELAND in October 2007, and denies the remaining allegations of paragraph 8.

9. The improper removal, handling, containment, and disposal of ACM and suspect ACM pose a substantial danger to the environment and the public health in that all threaten to cause air pollution. Asbestos is a hazardous material and known to cause cancer in humans. There is no known safe exposure level to asbestos.

ANSWER: The allegations of paragraph 9 state a legal conclusion for which no response is required. To the extent that paragraph 9 states any allegations of fact, Respondent, PRAIRIELAND, lacks sufficient knowledge to admit or deny the same.

10. COOK was employed by PRAIRIELAND to demolish Moser Hall, Heating Plant No. 1, and the Campus Cafeteria and to remove and dispose of demolition debris and waste located at the facility.

ANSWER: Respondent, PRAIRIELAND, admits the allegations of paragraph 10.

11. Beginning on or about December 23, 2008, COOK commenced demolition of Moser Hall, Heating Plant No. 1, and the Campus Cafeteria at the facility. Demolition activities were conducted intermittently through March 2009.

ANSWER: Respondent, PRAIRIELAND, admits the allegations of paragraph 11.

12. COOK demolished Moser Hall, Heating Plant No. 1, and the Campus Cafeteria by utilizing a backhoe to knock down each structure and to load a portion of the demolition debris into a fifth-wheel trailer. COOK transported some of the demolition debris to the Macomb Landfill. An addition[al] amount of the demolition debris was left at the facility.

ANSWER: Respondent, PRAIRIELAND, does not have sufficient information with which to either admit or deny the allegation in paragraph 12. To the extent that the allegation of paragraph 12 is directed to other respondents, no answer is required.

13. The demolition of Moser Hall, Heating Plant No. 1, and the Campus Cafeteria was initiated without removing the ACM and without notice to the Illinois Environmental Protection Agency ("Illinois EPA").

ANSWER: Respondent, PRAIRIELAND, admits that it did not provide notice of demolition activities at Moser Hall, Heating Plant No. 1, and the Campus Cafeteria to Illinois EPA. Respondent does not have sufficient information with which to admit or deny the remaining allegations in paragraph 13. To the extent that the allegations of paragraph 13 are directed to other respondents, no answer is required.

14. On March 26, 2009, the Illinois EPA inspected the facility. At that time, demolition activities had ceased. Two workers were loading scrap metal into a vehicle located on the cement foundation of the former Campus Cafeteria building. The foundation was covered with dry broken suspect asbestos-containing floor tile. Further, suspect asbestos-containing debris was present at numerous locations surrounding the foundation.

ANSWER: Respondent, PRAIRIELAND, does not have sufficient information with which to either admit or deny the allegation in paragraph 14.

15. On March 26, 2009, the Illinois EPA took one bulk sample of dry, friable suspect asbestos-containing transite material from the roadway adjacent to the foundation of the former Campus Cafeteria building and one bulk sample of dry, friable suspect asbestos-containing pipe insulation material on metal piping located at the north side of the foundation.

ANSWER: Respondent, PRAIRIELAND, does not have sufficient information with which to either admit or deny the allegation in paragraph 15.

16. On March 31, 2009, the Illinois EPA received from TEM, Incorporated the results of the analytical testing of the bulk samples collected on March 26, 2009. The sample of transite

material contained concentrations of chrysotile asbestos in an amount ranging between 5% and 10%. The sample of pipe insulation material contained concentrations of chrysotile asbestos in an amount ranging between 5% and 7%.

ANSWER: Respondent, PRAIRIELAND, does not have sufficient information with which to either admit or deny the allegation in paragraph 16.

17. On August 28, 2009, the Illinois EPA received a revised asbestos remediation design plan submitted on behalf of PRAIRIELAND. On August 28, 2009, the Illinois EPA approved the remediation plan.

ANSWER: Respondent, PRAIRIELAND, admits the allegations of paragraph 17.

18. On May 6, 2010, the Illinois EPA received documentation that removal of all regulated asbestos-containing material ("RACM") and asbestos contamination at the facility had been completed.

ANSWER: Respondent, PRAIRIELAND, admits the allegations of paragraph 18.

19. Section 9.1(d) of the Act, 415 ILCS 5/9.1(d) (2008), provides, in pertinent part:

No person shall:

1. Violate any provision of Section 111, 112, 165, and 173 of the Clean Air Act, as now or hereafter amended, or federal regulations adopted pursuant thereto.

ANSWER: The statutory section quoted in paragraph 19 speaks for itself and, therefore, Respondent PRAIRIELAND has no response to this allegation. To the extent that paragraph 19 states any allegations of fact, PRAIRIELAND denies the same.

20. Pursuant to Section 112 of the Clean Air Act, 42 USC §7412, the U.S. Environmental Protection Agency has adopted National Emission Standards for Hazardous Air

Pollutants (“NESHAP”), including asbestos, 40 CFR 61, Subpart M (“Asbestos NESHAP Regulations”). Asbestos is regulated as a hazardous air pollutant because it is a carcinogen.

ANSWER: Respondent PRAIRIELAND admits the allegations of paragraph 20.

21. 40 CFR 61.141, provides, in pertinent part:

Adequately wet means sufficiently mix or penetrate with liquid to prevent the release of particulates. . .

Demolition means the wrecking or taking out of any load-supporting structural member of a facility together with any related handling operations or the intentional burning of any facility.

Facility means any institutional, commercial, public, industrial, or residential structure, installation, or building (including any structure, installation or building containing condominiums or individual dwelling units operated as a residential cooperative, but excluding residential buildings having four or fewer dwelling units);. . .

Installation means any building or structure or any group of buildings or structures at a single demolition or renovation site that are under the control of the same owner or operator (or owner or operator under common control).

Owner or operator of a demolition or renovation activity means any person who owns, leases, operates, controls, or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both.

Regulated asbestos-containing material (RACM) means (a) Friable asbestos material, (b) Category 1 nonfriable ACM that has become friable, (c) Category 1 nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized or reduced to powder by the forces expected to act on the material in the course of the demolition or renovation operations regulated by this subpart.

Renovation means altering a facility or one or more facility components in any way, including the stripping or removal of RACM from a facility component. Operations in which load-supporting structural members are wrecked or taken out of demolitions.

ANSWER: The regulatory section quoted in paragraph 21 speaks for itself and, therefore, Respondent PRAIRIELAND has no response to this allegation. To the extent that paragraph 21 states any allegations of fact, PRAIRIELAND denies the same.

22. At all times pertinent to this Complaint, Moser Hall, Heating Plant No. 1, and the Campus Cafeteria were a group of buildings or structures at a single demolition or renovation site that were under the control of the same owner or operator and, therefore, an "installation" as defined by 40 CFR 61.141. As an "installation," Moser Hall, Heating Plant No. 1, and the Campus Cafeteria met the definition of a "facility" as that term is defined under 40 CFR 61.141.

ANSWER: The allegations of paragraph 22 state legal conclusions for which no response is required.

23. At all times pertinent to this complaint, PRAIRIELAND and COOK met the definition of an "owner" or "operator" of a "demolition or renovation activity" as those terms are defined under 40 CFR 61.141.

ANSWER: The allegations of paragraph 23 state a legal conclusion for which no response is required.

24. 40 CFR 61.145, provides, in pertinent part:

* * *

- (b) Notification requirements. Each owner or operator of a demolition or renovation activity to which this section applies shall:
 - (1) Provide the Administrator with written notice of intention to demolish or renovate. Delivery of the notice by U.S.

Postal Service, commercial delivery service, or hand delivery is acceptable.

* * *

- (c) Procedures for asbestos emission control. Each owner or operator of a demolition or renovation activity to whom this paragraph applies, according to paragraph (a) of this section, shall comply with the following procedures:

* * *

- (1) Remove all RACM from a facility being demolished or renovated before any activity begins that would break up, dislodge, or similarly disturb the material or preclude access to the material for subsequent removal . . .

* * *

- (2) When a facility component that contains, is covered with, or is coated with RACM is being taken out of the facility as a unit or in sections:

- (i) Adequately wet all RACM exposed during cutting or disjoining operations; and
- (ii) Carefully lower each unit or section to the floor and to ground level, not dropping, throwing, sliding, or otherwise damaging or disturbing the RACM.

* * *

- (3) When RACM is stripped from a facility component while it remains in place in the facility, adequately wet the RACM during the stripping operation.

* * *

- (6) For all RACM, including material that has been removed or stropped:

- (i) Adequately wet the material and ensure that it remains wet until collected and contained or treated in preparation for disposal in accordance with § 61.150; . . .

* * *

- (8) Effective 1 year after promulgation of this regulation, no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least one on-site representative, such as a foreman or management-level person or other authorized representative, trained in the provisions of this regulation and the means of complying with them, is present . . .

ANSWER: The regulatory section quoted in paragraph 24 speaks for itself and, therefore, Respondent PRAIRIELAND has no response to this allegation. To the extent that paragraph 24 states any allegations of fact, PRAIRIELAND denies the same.

25. 40 CFR 61.150, provides, in pertinent part:

- (a) Discharge no visible emissions to the outside air during the collection, processing (including incineration), packaging, or transporting of any asbestos-containing waste material generated by the source, or use one of the emission control and waste treatment methods specified in paragraphs (a)(1) through (4) of this section.
 - (1) Adequately wet asbestos-containing waste material as follows:
 - * * *
 - (iii) After wetting, seal all asbestos-containing waste material in leak-tight containers while wet; or for materials that will not fit into containers without additional breaking, put materials in leak-tight wrapping; and
 - (iv) Label the containers or wrapped materials specified in paragraph (a)(1)(iii) of this section using warning labels specified by Occupational Safety and Health Standards of the Department of Labor, Occupational Health and Safety Administration (OSHA) under 29 CFR 1910.1001(j)(4) or 1926.1101(k)(8). The labels shall be printed in letters of sufficient size and contrast so as to be readily visible and legible.

- (v) For asbestos-containing waste material to be transported off the facility site, label containers or wrapped materials with the name of the waste generator and the location at which the waste was generated.

* * *

- (b) All asbestos containing waste material shall be deposited as soon as practical by the waste generator at:
 - (1) A waste disposal site operated in accordance with the provisions of § 61.154, or
 - (2) An EPA-approved site that converts RACM and asbestos-containing waste material into no asbestos (asbestos-free) material according to the provisions of § 61.155.

* * *

ANSWER: The regulatory section quoted in paragraph 25 speaks for itself and, therefore, Respondent PRAIRIELAND has no response to this allegation. To the extent that paragraph 25 states any allegations of fact, PRAIRIELAND denies the same.

26. PRAIRIELAND failed to provide written notification to the Illinois EPA prior to the commencement of demolition activity regarding Moser Hall, Heating Plant No. 1, and the Campus Cafeteria, in violation of 40 CFR 61.145(b)(1) and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2008).

ANSWER: The allegations of paragraph 26 state a legal conclusion for which no response is required.

27. PRAIRIELAND failed to remove all RACM prior to the commencement of demolition activity regarding Moser Hall, Heating Plant No. 1, and the Campus Cafeteria, including Category II non-friable asbestos-containing material, although there was a high

probability that such material would be crumbled, pulverized, or reduced to powder, in violation of 40 CFR 61.145(c)(1) and Section 9.a(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2008).

ANSWER: The allegations of paragraph 27 state a legal conclusion for which no response is required.

28. PRAIRIELAND failed to adequately wet all RACM and to prevent damage or disturbance to the RACM exposed during cutting or disjoining operations at Moser Hall, Heating Plant No. 1, and the Campus Cafeteria, in violation of 40 CFR 61.145(c)(2)(i) and (ii) and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2008).

ANSWER: The allegations of paragraph 28 state a legal conclusion for which no response is required.

29. PRAIRIELAND failed to adequately wet and maintain wet all RACM stripped from components located at Moser Hall, Heating Plant No. 1 and the Campus Cafeteria, in violation of 40 CFR 61.145(c)(3) and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2008).

ANSWER: The allegations of paragraph 29 state a legal conclusion for which no response is required.

30. PRAIRIELAND failed to ensure that the RACM in Moser Hall, Heating Plant No. 1, and the Campus Cafeteria was wetted and remained wet until properly containerized for disposal when Moser Hall, Heating Plant No. 1, and the Campus Cafeteria were demolished, in violation of 40 CFR 61.145(c)(6)(i) and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2008).

ANSWER: The allegations of paragraph 30 state a legal conclusion for which no response is required.

31. PRAIRIELAND failed to have on-site during demolition activities at Moser Hall, Heating Plant No. 1, and the Campus Cafeteria at least one representative trained in the provisions of the Asbestos NESHAP Regulations and compliance methods prescribed therein, in violation of 40 CFR 61.145(c)(8) and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2008).

ANSWER: The allegations of paragraph 31 state a legal conclusion for which no response is required.

32. PRAIRIELAND improperly disposed of the asbestos-containing waste material during the demolition of Moser Hall, Heating Plant No. 1, and the Campus Cafeteria when it failed to adequately wet and seal the material in leak-tight containers while wet, in violation of 40 CFR 61.150(a)(1)(iii) and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2008).

ANSWER: The allegations of paragraph 32 state a legal conclusion for which no response is required.

33. PRAIRIELAND improperly disposed of the asbestos-containing waste material during the demolition of Moser Hall, Heating Plant No. 1, and the Campus Cafeteria when it failed to place the material in appropriate containers properly labeled, in violation of 40 CFR 61.150(a)(1)(iv) and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2008).

ANSWER: The allegations of paragraph 33 state a legal conclusion for which no response is required.

34. PRAIRIELAND failed to label the containers of asbestos-containing waste removed during the demolition of Moser Hall, Heating Plant No. 1, and the Campus Cafeteria with the name of the waste generator and the location at which the waste was generated, in

violation of 40 CFR 61.150(a)(1)(v) and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2008).

ANSWER: The allegations of paragraph 34 state a legal conclusion for which no response is required.

35. PRAIRIELAND failed to transport to a waste disposal site as soon as practical all asbestos-containing waste material generated during the demolition of Moser Hall, Heating Plant No. 1, and the Campus Cafeteria, in violation of 40 CFR 61.150(b) and Section 9.1(d)(1) of the Act, 415 ILCS 5/9.1(d)(1) (2008).

ANSWER: The allegations of paragraph 35 state a legal conclusion for which no response is required.

PRAYER FOR RELIEF

WHEREFORE, Respondent, PRAIRIELAND, prays that Complainant take nothing by Count I of its Complaint, that the Board enter judgment in favor of Respondent as to Count I of Complainant's Complaint, and grant such other relief as the Board may deem appropriate.

COUNT II
AIR POLLUTION VIOLATIONS-PRAIRIELAND

1-18. Respondent, PRAIRIELAND, reasserts and incorporates herein by reference its answers to paragraphs 1 through 18 of Count I as its answers to paragraphs 1 through 18 of this Count II.

19. Section 201.141 of the Board's Air Pollution Regulations, 35 Ill. Adm.

Code 201.141, provides:

No person shall cause or threaten or allow the discharge or emission of any contaminant into the environment in any State so as, either alone or in combination with contaminants from other sources, to cause or tend to cause air pollution in Illinois, so as to violate the provisions of this Chapter, or so as to prevent the attainment or maintenance of any applicable ambient air quality standard.

ANSWER: The regulatory section quoted in paragraph 19 speaks for itself and, therefore, Respondent PRAIRIELAND has no response to this allegation. To the extent that paragraph 19 states any allegations of fact, PRAIRIELAND denies the same.

20. Section 3.115 of the Act, 415 ILCS 5/3.115 (2008), provides the following definition:

'AIR POLLUTION' is the presence in the atmosphere of one or more contaminants in sufficient quantities and of such characteristics and duration as to be injurious to human, plant, or animal life, to health, or to property, or to unreasonably interfere with the enjoyment of life or property.

ANSWER: The statutory section quoted in paragraph 20 speaks for itself and, therefore, Respondent PRAIRIELAND has no response to this allegation. To the extent that paragraph 20 states any allegations of fact, PRAIRIELAND denies the same.

21. Section 3.165 of the Act, 415 ILCS 5/3.165 (2008), provides the following definition:

'CONTAMINANT' is any solid, liquid, or gaseous matter, any odor, or any form of energy, from whatever source.

ANSWER: The statutory section quoted in paragraph 21 speaks for itself and, therefore, Respondent PRAIRIELAND has no response to this allegation. To the extent that paragraph 21 states any allegations of fact, PRAIRIELAND denies the same.

22. Section 9(a) of the Act, 415 ILCS 5/9(a) (2008), provides:

No person shall:

- a. Cause or threaten or allow the discharge or emission of any contamination into the environment in any State so as to cause or tend to cause air pollution in Illinois, either alone or in combination with contaminants from other sources, or so as to violate regulations or standards adopted by the Board under this Act;

ANSWER: The statutory section quoted in paragraph 22 speaks for itself and, therefore, Respondent PRAIRIELAND has no response to this allegation. To the extent that paragraph 22 states any allegations of fact, PRAIRIELAND denies the same.

23. PRAIRIELAND caused, threatened, or allowed the discharge or emission of asbestos into the environment by failing to adequately wet, contain, and properly dispose of all ACM during the demolition of Moser Hall, Heating Plant No. 1, and the Campus Cafeteria, in violation of Section 201.141 of the Board's Air Pollution Regulations, 35 Ill. Adm. Code 201.141, and Section 9(a) of the Act, 415 ILCS 5/9(a) (2008).

ANSWER: The allegations of paragraph 23 state a legal conclusion for which no response is required.

PRAYER FOR RELIEF

WHEREFORE, Respondent, PRAIRIELAND, prays that Complainant take nothing by Count II of its Complaint, that the Board enter judgment in favor of Respondent as to Count II of Complainant's Complaint, and grant such other relief as the Board may deem appropriate.

COUNT III
ASBESTOS NESHAP VIOLATIONS – COOK

1-35. The allegations of paragraphs 1 through 35 of Count III of Complainant's Complaint are not directed to Respondent, PRAIRIELAND, but are directed instead to Respondent, KEVIN S. COOK. Therefore, no response to such allegations must be provided by PRAIRIELAND.

PRAYER FOR RELIEF

WHEREFORE, Respondent, PRAIRIELAND, prays that Complainant take nothing by Count III of its Complaint, that the Board enter judgment in favor of Respondent as to Count III of Complainant's Complaint, and grant such other relief as the Board may deem appropriate.

COUNT IV
AIR POLLUTION VIOLATIONS – COOK

1-23. The allegations of paragraphs 1 through 23 of Count IV of Complainant's complaint are not directed to Respondent, PRAIRIELAND, but are directed instead to Respondent, KEVIN S. COOK. Therefore, no response to such allegations must be provided by PRAIRIELAND.

PRAYER FOR RELIEF

WHEREFORE, Respondent, PRAIRIELAND, prays that Complainant take nothing by Count IV of its Complaint, that the Board enter judgment in favor of Respondent as to Count IV of Complainant's Complaint, and grant such other relief as the Board may deem appropriate.

Respectfully submitted,

Dated: January 7, 2011

By: /s/ Jennifer M. Martin
Jennifer M. Martin

Jennifer M. Martin
HODGE DWYER & DRIVER
3150 Roland Avenue
Post Office Box 5776
Springfield, Illinois 62705-5776
(217) 523-4900

CERTIFICATE OF SERVICE

I, Jennifer M. Martin, the undersigned, hereby certify that I have served

PRAIRIELAND INVESTMENT GROUP, LLC'S ANSWER TO COMPLAINT upon:

Mr. John Therriault
Assistant Clerk of the Board
Illinois Pollution Control Board
100 West Randolph Street
Suite 11-500
Chicago, Illinois 60601

via electronic mail on January 7, 2011; and upon:

Carol Webb, Esq.
Illinois Pollution Control Board
1021 North Grand Avenue East
Post Office Box 19274
Springfield, Illinois 62794-9274

Raymond J. Callery, Esq.
Office of the Attorney General
500 South Second Street
Springfield, Illinois 62706

Kevin S. Cook
1622 State Highway 94
Post Office Box 220
Carthage, Illinois 62321

by depositing said documents in the United States Mail, postage prepaid, in Springfield,

Illinois on January 7, 2011.

/s/ Jennifer M. Martin

Jennifer M. Martin

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

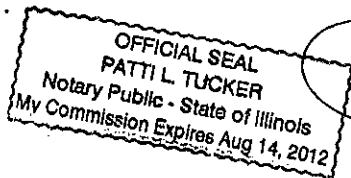
JENNIFER M. MARTIN on oath deposes and states:

1. That she is one of the attorneys representing the party or parties on whose behalf this Answer was prepared.
2. That this Answer in Paragraphs 3, 9, 12, 13, 14, 15, and 16 contain certain statements claiming insufficient knowledge upon which to base a belief as to the truth or falsity of the allegations contained in the Complaint.
3. That said allegations of insufficient knowledge are true and correct to the best of her information, knowledge and belief.

FURTHER AFFIANT SAYETH NOT.


JENNIFER M. MARTIN

SUBSCRIBED AND SWORN to before me, a Notary Public, this 7th day of January, 2011.




NOTARY PUBLIC

Jennifer M. Martin, #6210218
HODGE DWYER & DRIVER
3150 Roland Avenue
Post Office Box 5776
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