

**PROOF OF SERVICE**

I herby certify that I did on the 19<sup>th</sup> day of July 2012, send by U.S. Mail, with postage thereon fully prepaid, by depositing in a United States Post Office Box a true and correct copy of the following instrument(s) entitled CERTIFIED MAIL RECEIPT

To: IEPA  
P.O. Box 19276  
Springfield, IL 62794-9276

**RECEIVED**  
**CLERK'S OFFICE**

**SEP 04 2012**

**STATE OF ILLINOIS**  
**Pollution Control Board**

To: John Therriault, Clerk  
Illinois Pollution Control Board  
James R. Thompson Center  
100 West Randolph St., Suite 11-500  
Chicago, Illinois 60601

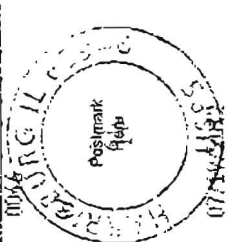
  
Richard Humm, Executor of the Estate

Richard Humm, Executor of the Estate  
Leota Humm  
70 Pierson Hill Road  
Harrisburg, IL 62946

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only, No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)  
 SPRINGFIELD IL 62794

Postage	\$	\$0.65
Certified Fee		\$2.95
Return Receipt Fee (Endorsement Required)		\$2.35
Restricted Delivery Fee (Endorsement Required)		\$0.00
<b>Total Postage &amp; Fees</b>	<b>\$</b>	<b>\$5.95</b>



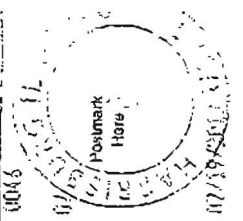
Sent To U. EPA  
 Street, Apt. No.,  
 or PO Box No. 62794-9276  
 City, State, ZIP+4 SPRINGFIELD, IL 62794-9276

7940 6945 0000 0262 7102

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only, No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)  
 CHICAGO IL 60601

Postage	\$	\$0.65
Certified Fee		\$2.95
Return Receipt Fee (Endorsement Required)		\$2.35
Restricted Delivery Fee (Endorsement Required)		\$0.00
<b>Total Postage &amp; Fees</b>	<b>\$</b>	<b>\$5.95</b>



Sent To Bill Cantrow B990  
 Street, Apt. No.,  
 or PO Box No. 60601  
 City, State, ZIP+4 CHICAGO, IL 60601

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
U. EPA  
PO 3X 19276  
SPRINGFIELD, IL  
62794-9276

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  Agent
- B. Received by (Print Name) Charles B. Blythe  
 Illinois Environmentals Protection Agent  
 Post Office Box 19276  
 Springfield, Illinois 62794-9276
- D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below: CHICAGO, IL 60601

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  G.O.D.
4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) 7011 2970 0000 5469 0461

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1541

7940 6945 0000 0262 7102

07/19/2012 201440040 0001 (000)000-0000 12:57:29 PM

Product Description	Sale Qty	Unit Price	Final Price
CHICAGO IL 60601 Zone-3 First-Class Letter			\$0.65
1.10 oz.			
Expected Delivery: Mon 07/23/12			
Return Rcpt (Green Card)			\$2.95
Certified			\$2.95
Label #: 70112970000054690478			
Issue PVI:			\$5.95
SPRINGFIELD IL 62794 Zone-2 First-Class Letter			\$0.65
1.10 oz.			
Expected Delivery: Sat 07/21/12			
Return Rcpt (Green Card)			\$2.35
Certified			\$2.95
Label #: 70112970000054690461			
Issue PVI:			\$5.95

Total: \$11.90

Paid by:  
 Cash \$20.00  
 Change Due: -\$8.10

Order stamps at [usps.com/shop](http://usps.com/shop) or call 1-800-Stamp24. Go to [usps.com/clicknship](http://usps.com/clicknship) to print shipping labels with postage. For other information call 1-800-ASK-USPS.  
 \*\*\*\*\*  
 Get your mail when and where you want it with a secure Post Office Box. Sign up for a box online at [usps.com/poboxes](http://usps.com/poboxes).  
 \*\*\*\*\*

Bill#: 1000303202658  
 Clerk: 07

All sales final on stamps and postage  
 Refunds for guaranteed services only  
 Thank you for your business  
 \*\*\*\*\*

HELP US SERVE YOU BETTER

Go to: <https://postalexperience.com/Pos>

TELL US ABOUT YOUR RECENT POSTAL EXPERIENCE

YOUR OPINION COUNTS

\*\*\*\*\*



Track/Confirm - Intranet Item Inquiry - Domestic

**Tracking Label: 7011 2970 0000 5469 0478**

<b>Destination</b>	<b>ZIP Code:</b> 60601	<b>City:</b> CHICAGO	<b>State:</b> IL
<b>Origin</b>	<b>ZIP Code:</b> 62946-9998	<b>City:</b> HARRISBURG	<b>State:</b> IL

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**Class/Service:** First-Class Certified Mail

Service Calculation Information

**Service Performance Date**  
Scheduled Delivery Date: 07/23/2012

**Weight:** 0 lb(s) 2 oz(s) **Postage:** \$0.65

**Zone:** 03

**Delivery Option Indicator:** Normal Delivery **PO Box?:** N

**Rate Indicator:** Single Piece - Letters

Special Services	Associated Labels	Amount
Certified Mail	7011 2970 0000 5469 0478	\$2.95
Return Receipt	7011 2970 0000 5469 0478	\$2.35

Event	Date/Time	Location	Scanner ID
DELIVERED	07/27/2012 13:31	CHICAGO, IL 60601	030SHLU378
	<b>Input Method:</b> Scanned <b>Finance Number:</b> 161562 Recipient: 'B MIMS' <a href="#">Request Delivery Record</a> <a href="#">View Delivery Signature and Address</a>		
ENROUTE/PROCESSED	07/21/2012 02:56	CHICAGO, IL 60607	DIOSS-046
	<b>Input Method:</b> Scanned		
DISPATCHED TO SORT FACILITY	07/19/2012 17:39	HARRISBURG, IL 62946	
	<b>Input Method:</b> System Generated		
	<b>Closeout Label ID:</b> <u>CT1366311000120719174635</u>		
ACCEPT OR PICKUP	07/19/2012 12:55	HARRISBURG, IL 62946	
	<b>Input Method:</b> Scanned		
	<b>Finance Number:</b> 163432		

Enter Request Type and Item Number:

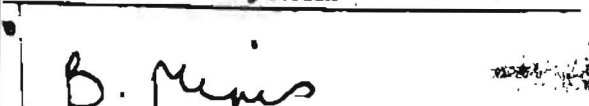
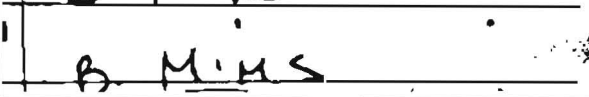

Quick Search  Extensive Search

[Explanation of Quick and Extensive Searches](#)



Track/Confirm - Intranet Item Inquiry  
Item Number: 7011 2970 0000 5469 0478

This item was delivered on 07/27/2012 at 13:31

Signature:	 
Address:	

Enter Request Type and Item Number:

Quick Search  Extensive Search

[Explanation of Quick and Extensive Searches](#)

Version 1.0

Inquire on [multiple items](#).

Go to the Product Tracking System [Home Page](#).

July 17, 2012

TO: Illinois Pollution Control Board  
James R Thompson Center  
100 W Randolph St  
Suite 11-500  
Chicago, IL 60601

CC: Illinois Environmental Protection Agency  
1021 N Grand Avenue East  
P o Box 19276  
Springfield, IL 61794-9276

RE: IEPA No 137-12-AC

To Whom It May Concern:

Leota Humm one of the respondents in the administrative citation entered into a Sales Contract with BSIC, INC dated January 21, 2005. BSIC, INC is known as Bishop's Truck Service, Inc the other respondent in the administrative citation listed above. In the Sales Contract between Leota Humm known as the seller and BSIC, Inc known as the buyer, the buyer agrees to indemnify and hold the seller, her deceased husband and his estate harmless from all claims, suits and damages, and any violation of any law, regulation, statute or ordinance that pertains or relates to the Real Estate, regardless of when the violation occurred. A copy of the front page of the contract, page 8 © thru page 9 is provided along with this letter. The sales contract was drawn up by Attorney Thomas J Wolf, 400 Tower Square, Marion, IL 62959 and filed in the Saline County Courthouse, Harrisburg, IL 62946.

Upon investigation of the attached information I believe that you should find me harmless and not liable for any fees, fines or penalties.

Sincerely Yours,

Leota Humm

RECEIVED  
CLERK'S OFFICE

SEP 04 2012

STATE OF ILLINOIS  
Pollution Control Board

ORIGINAL

RETURN TO CLERK'S OFFICE

COPY

SALES CONTRACT

THIS SALES CONTRACT ("Contract") made and entered into this 21<sup>st</sup> day of January, 2005, by and between LEOTA HUMM of 315 East Gaskins St., Harrisburg, Illinois 62946, hereinafter called the "Seller"; and BSIC, INC., an Illinois Corporation of 501 South Cherry Street, Harrisburg, Illinois 62946, hereinafter called the "Buyer".

WHEREAS, Seller desires to sell the Assets (hereinafter defined) to Buyer, and Buyer desires to purchase the Assets from Seller, which comprise substantially all of the assets of Humm Salvage & Wrecker Service, a sole proprietorship (collectively, the "Business").

THEREFORE, in consideration of the agreements hereinafter contained, the sufficiency and adequacy of said consideration being acknowledged by the parties hereto, it is agreed:

1. DESCRIPTION. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms herein specified, the following described assets, to wit:

(a) PERSONAL PROPERTY. All parts, tools, equipment and personal property (collectively, the "Personal Property") situated on the Real Estate (as herein defined), ownership to all vehicles and trailers situated on the Real Estate and endorsed over titles thereof (to the extent Seller has possession of the vehicle titles), exclusive of the following items:

Buyer agrees to pay all insurance premiums as they come due and to maintain the aforesaid coverages until Buyer pays all amounts due Seller hereunder.

(b) If Buyer fails to pay the real estate taxes or insurance premiums or any other item which Buyer is obligated to pay hereunder, Seller may elect to pay such items and any amount so paid shall become an addition to the purchase price immediately due and payable to Seller, with interest at five percent (5%) per annum until paid.

(c) Buyer agrees to indemnify and hold Seller, her deceased husband and his estate harmless from all claims, suits and damages from (i) all persons or property that pertain or relate to the Real Estate and (ii) any violation of any law, regulation, statute or ordinance that pertains or relates to the Real Estate, regardless of when the violation occurred, along with Seller's reasonable attorney fees and costs in regard to the foregoing.

#### 10. BUYER'S REPRESENTATION.

(a) Buyer acknowledges that they or their agent has inspected the Real Estate and Personal Property therein and is satisfied with their condition. Seller specifically makes no express warranties and disclaims any implied warranties as to the state of repair of the Assets. The Assets are being purchased and accepted in their AS IS condition with all of their faults.

(b) Buyer acknowledges that it is fully aware of prior suits filed by the City of Harrisburg concerning the Assets, being Case Nos. 85-CH-34 and 97-CH-13, First Judicial Circuit, Saline County, Illinois, along with the orders entered therein, and an Agreement With Respect To Salvage License between the City and Seller and separate Amendment To Lease Agreement effective May 1, 2001 (copies attached hereto collectively as Exhibit A). Buyer acknowledges that it is aware that Seller is not in full compliance with the foregoing orders and agreements.

(c) Buyer acknowledges that Seller or her agent has not made any verbal or written representations concerning the subject matter of this Contract, except as specified in this Contract.

11. LIENS. Buyer shall not suffer or permit any mechanic's lien or other lien to attach or to be filed against the Real Estate.

Every contract for repairs and improvements of the Real Estate, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the Real Estate and shall prohibit the filing of a claim or lien. Further, no contract or agreement, oral or written, shall be made by Buyer for repairs or improvements upon the Real Estate, unless it shall contain such express waiver or release of lien upon the part of the party contracting, and a signed copy of every such contract and of the plans and specifications for such



Seller for all expenses in repairing the same. Buyer shall not make any structural alterations to the main building along Sloan Street without Seller's written consent, which she shall not unreasonably withhold.

18. ASSIGNMENT; BUYER RESPONSIBILITY.

(a) Buyer shall not transfer or assign this Contract or any interest therein, without the previous written consent of Seller, and any such assignment or transfer, without such previous written consent, shall not vest in the transferee or assignee any right, title or interest herein or hereunder or in the premises, but shall render this Contract null and void, at the election of Seller; and Buyer shall not lease the Real Estate, or any part thereof, for any purpose, without Seller's written consent, which it shall not unreasonably withhold.

(b) Upon any approved assignment of this Contract, the Buyer shall still be liable under this Contract.

IN WITNESS WHEREOF, the parties hereto have set their hand in duplicate, the date first above written.

SELLER:

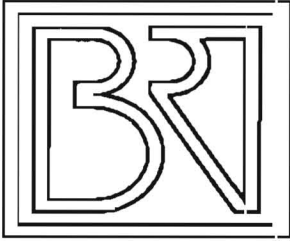
Leota Humm  
LEOTA HUMM

BUYER: BSIC, INC.

BY: Perry L. Bishop  
President  
Print Name Perry Bishop

ATTEST:

Perry L. Bishop  
Secretary  
Print Name Perry L. Bishop



# BROWN & ROBERTS, INC.

CONSULTING ENGINEERS AND LAND SURVEYORS

1 Westridge Road, Harrisburg, IL 62946 (618) 252-8111

August 27, 2012

Illinois Pollution Control Board  
James R. Thompson Center  
100 W. Randolph St., Ste. 11-500  
Chicago, Illinois 60601

Attn: Mr. John T. Therriault  
Assistant Clerk

RE: Illinois Environmental Protection Agency,  
Complainant  
-vs- Leota Humm and Bishops Truck Service Inc.  
IEPA # 137-12-AC

ORIGINAL  
RETURN TO [illegible]

RECEIVED  
CLERK'S OFFICE  
SEP 04 2012  
STATE OF ILLINOIS  
Pollution Control Board

Dear Mr. Therriault:

In accordance with the Illinois Pollution Control Board Opinion and Order of the Board, dated August 9, 2012 enclosed herewith please find Mr. Humm's proof of service on the Agency in accordance with paragraph 3, page 2 of the referenced opinion and order.

If you need any additional information, please do not hesitate to contact either myself or Mr. Richard Humm, Executor of the Estate, at 70 Pierson Hill Road, Harrisburg, IL 62946 or telephone number 618-926-4821.

Sincerely,

J. W. Brown  
As President  
Brown and Roberts, Inc.

JWB: ce  
cc: Carol Webb, IPCB, email  
Richard Humm, email  
12-203