



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

MAY 21 2007

REPLY TO THE ATTENTION OF:

FEDERAL EXPRESS

R. Craig Lackey, Esq.
Law Department
Clean Harbors Environmental Services, Inc.
200 Arbor Lake Drive, Suite 300
Columbia, SC 29223

RE: Clean Harbors TSCA Consent Agreement and Final Order **TSCA-05-2007-0012**

Dear Mr. Lackey:

Enclosed is your copy of the executed Consent Agreement and Final Order which is effective on the date that it is filed with the Regional Hearing Clerk, which was May 21, 2007.

If you have any questions, please call me at (312) 886-5114. Thank you for your cooperation in this matter.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Peter Felitti".

Peter Felitti

cc: Ken Zolnierczyk, DT-8J (w/o enclosure)

Enclosure

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

In the Matter of:)
Clean Harbors PPM, LLC) CONSENT AGREEMENT
1302 West 38th Street) AND FINAL ORDER
Ashtabula, Ohio)
Respondent.) Docket No. TSCA-05-2007-0012

CONSENT AGREEMENT

The parties agree that settlement of this action without further delay is in their interest and in the public interest, and having consented to the entry of this Consent Agreement and the attached Final Order (CAFO) before taking testimony and without any adjudication of any issues of law or fact herein, Respondent agrees to comply with the terms of this CAFO.

I. Preliminary Statement

1. This administrative proceeding is initiated pursuant to Section 16(a) of the Toxic Substance Control Act (TSCA), as amended, 15 U.S.C. §2615(a), regulations promulgated thereunder at 40 C.F.R. Part 761 and the Consolidated Rules of Practice, 40 C.F.R. Part 22 .
2. Complainant is, by lawful delegation, the Chief of the Pesticides and Toxics Branch, Waste Pesticides and Toxics Division, United States Environmental Protection Agency (U.S. EPA), Region 5, and is authorized to institute and settle civil administrative actions brought pursuant to Section 16(a) of TSCA.
3. Respondent is Clean Harbors PPM, LLC (Clean Harbors or Respondent) which is and was at all times relevant to this civil administrative action, a limited liability company operating under the laws of the State of Delaware, with a place of business located at 1302 West 38th Street, Ashtabula, Ohio.

II. Jurisdiction/Waiver of Right to Hearing

4. The Consolidated Rules provide that where the parties agree to settlement of one or more causes of action before the filing of a complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a CAFO. 40 C.F.R. §22.13(b).
5. Respondent agrees not to contest U.S. EPA's jurisdiction with respect to the execution of this Consent Agreement, issuance of the attached Final Order, or the enforcement thereof. 40 C.F.R. §22.18(b)(2).
6. For the purposes of this Consent Agreement and the enforcement thereof, Respondent hereby waives its right to request a judicial or administrative hearing on any issue of law or fact set forth in this Consent Agreement, except as otherwise noted. Respondent waives its right to

NP275079X01

appeal the proposed Final Order accompanying this Consent Agreement. 40 C.F.R. §22.18(b)(2).

III. Alleged Violation

A. Background

7. Respondent is the owner and operator of a facility located at 1302 West 38th Street, Ashtabula, Ohio, that consists of a parcel of land and buildings.

8. The facility is permitted under TSCA to store, disassemble and decontaminate PCB Items by solvent washing. Stormwater from the facility discharges into a sewer line which leads into Strong Brook. Strong Brook is about 0.6 miles long and empties into the Ashtabula River at a point called Jack's Marine Slip.

9. On March 20, 2007, U.S. EPA was notified that the Respondent may have improperly stored and/or disposed of polychlorinated biphenyls (PCBs) and that such substances may have migrated off the facility into Strong Brook and the Ashtabula River.

10. Based on this information, the U.S. EPA conducted an inspection of the facility on March 28, 2007, which included the taking of several soil samples on the facility. The samples showed levels of PCBs from 2.82 parts per million (ppm) to 926 ppm on the facility. Respondent was provided split samples by U.S. EPA.

11. While U.S. EPA was inspecting the facility, the Respondent voluntarily stopped the discharge and run-off of water into the storm water sewer system which empties into Strong Brook. The Respondent is currently collecting this water for treatment off-site. In addition, the Respondent voluntarily installed a boom and silt curtain in Jack's Marine Slip to contain the spread of any PCBs and/or oil that could potentially be migrating down Strong Brook into Jack's Marine Slip.

B. General Allegations

12. The PCB Disposal and Marking regulations were lawfully promulgated pursuant to Section 6 of TSCA, 15 U.S.C. §2605 on February 17, 1978 (43 Fed. Reg. 7150). The PCB Manufacturing, Processing, Distribution in Commerce and Use Regulations (PCB rule) were lawfully promulgated on May 31, 1979 (44 Fed. Reg. 31514) and incorporated the disposal and marking regulations. The PCB rule was subsequently amended and partially recodified at 40 C.F.R. Part 761.

13. The Respondent has stored drained "PCB-Contaminated Electrical Equipment" and "PCB Articles", as defined at 40 C.F. R. §761.3.

14. The items listed in paragraph 13 spilled or otherwise released PCBs onto the facility and the surrounding areas. This "PCB waste" and "PCB remediation waste" as defined at 40 C.F.R. §761.3, is subject to the PCB Spill Policy and the disposal requirements of subpart D of 40 C.F.R. Part 761.

Count I- Unauthorized Disposal of PCBs

15. The General Allegations above are incorporated by reference as though set forth here in full.
16. 40 C.F.R. § 761.50(b)(3)(ii) provides that any person responsible for PCB waste at concentrations greater than or equal to 50 ppm that was spilled or otherwise released into the environment on or after July 2, 1979, must dispose of it in accordance with the PCB Spill Cleanup Policy at subpart G or in accordance with 40 C.F.R. Part 761.
17. The definition of "PCB remediation waste" at 40 C.F.R. §761.3 includes, among other things, waste containing PCBs as a result of a spill, release, or unauthorized disposal.
18. The definition of "PCB waste" at 40 C.F.R. §761.3 includes those PCB and PCB Items that are subject to the disposal requirements of subpart D of Part 761.
19. The definition of "PCB Item" at 40 C.F.R. §761.3 includes, any PCB Article, PCB Article Container, PCB Container, PCB Equipment, or anything that deliberately or unintentionally contains or has as a part of it any PCB or PCBs.
20. The definition of "PCB Article" at 40 C.F.R. §761.3 includes, among other things, capacitors, transformers, electric motors, pumps, and pipes.
21. Soils and surfaces on the facility have become contaminated with dust, particles and or/liquid containing PCBs at concentrations between 2.82 ppm and 926 ppm. The PCBs were released from the storage and/or disposal of PCB Items and /or Articles on the facility.
22. Respondent has not completed the clean up of PCB remediation waste or PCB waste identified in paragraph 16 in accordance with the cleanup procedures of 40 C.F.R. §761.61.
23. Respondent's failure to properly dispose and remediate PCB waste and PCB remediation waste in accordance with 40 C.F.R. §761.50(b)(3)(ii) is unlawful under Section 15 of TSCA, 15 U.S.C. § 2614.

IV. Settlement of Claims/Reservation or Rights

24. Complainant and Respondent, having sought to informally settle this matter, have agreed to the terms of this CAFO in order to resolve this action without trial or other adjudication. 40 C.F.R. § 22.18(b) and (c).
25. Respondent neither admits nor denies the factual allegations contained in this CAFO, and nothing herein shall be construed as an admission of liability by Respondent. 40 C.F.R. §22.18(b)
26. This CAFO does not address the possibility of civil penalties for the improper disposal, release, storage and/or containment of PCBs.

Except as it relates to matters resolved by this CAFO:

27. Compliance with the CAFO shall not be a defense to any other actions commenced pursuant to Federal, state and local environmental laws and it is the responsibility of the Respondent to comply with all applicable provisions of TSCA and any other federal, state or local laws and regulations.
28. Nothing in this CAFO is intended to nor shall be construed to operate in any way to resolve any criminal liability.
29. Complainant hereby reserves all its statutory and regulatory powers, authorities, rights and remedies, both legal and equitable, including the right to require that Respondent perform tasks in addition to those required by this CAFO at Section V. This CAFO shall not be construed as a covenant not to sue, release, waiver or limitation of any rights, remedies, powers or authorities, which Complainant has under TSCA or any other statutory, regulatory or common law enforcement authority of the United States.
30. Respondent reserves all rights it may have under federal, state or local statute, regulation or common law, except those rights it has expressly waived under Paragraph 5 and 6 of this CAFO.
31. The entry of this CAFO and Respondent's consent to comply shall not limit or otherwise preclude Complainant from taking additional enforcement action should Complainant determine that such actions are warranted, except as it relates to those matters resolved by this CAFO.
32. This CAFO is not intended to be nor shall it be construed as a permit. This CAFO does not relieve Respondent of any obligations to obtain and comply with any federal, state or local permits.
33. Nothing in this CAFO shall constitute or be construed as a release from any other claim, cause of action or demand in law or equity by or against any person, firm, partnership, entity or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the facility.
34. Each party to this CAFO shall bear its own costs and attorneys' fees in the action resolved by this CAFO.
35. The headings in this CAFO are for convenience of reference only and shall not affect the interpretations of this CAFO.
36. This CAFO constitutes the entire agreement between the Complainant and Respondent.

V. Actions to be Performed by Respondent

37. The Respondent agrees to perform the following actions:

- a. conduct an investigation to determine the extent and level of PCB contamination on its facility at 1302 West 38th Street, Ashtabula, Ohio;
- b. based on the results of the investigation from paragraph 37(a), excavate and properly dispose of all PCBs consistent with 40 C.F.R. Part 761.
- c. clean all catch basins on the facility;
- d. clean all pipes and other discharge points to the storm sewer;
- e. monitor water discharge from the facility to the storm sewer to ensure that PCB levels in the water are at 0.5ug/l.
- f. monitor and repair as necessary the boom and silt curtain in Marine Slip. Monitoring will be done weekly or after every major storm event and will continue until such time as the boom and silt curtain are removed.
- g. conduct an assessment of the sewer system and Strong Brook to determine the extent and level of PCB and oil contamination.

38. In performing these actions, Respondent may conduct the work itself and/or retain one or more contractors to perform the work. If Respondent retains one or more contractors to perform the work, Respondent shall notify Complainant of the name(s) and qualifications of such contractor(s) within five business days of the effective date of this CAFO. Respondent shall also notify Complainant of the name(s) and qualification(s) of any other contractor(s) or subcontractor(s) retained to perform the Work at least five business days prior to commencement of such work. Complainant retains the right to disapprove of any or all of the contractors and/or subcontractors retained by Respondent. If Complainant disapproves of a selected contractor, Respondent shall retain a different contractor and shall notify Complainant of that contractor's name and qualifications within three business days of Complainant's disapproval.

39. Within five business days after the effective date, Respondent shall designate a Project Coordinator who shall be responsible for administration of all actions by Respondent required by this CAFO and shall submit to Complainant the designated Project Coordinator's name, address, telephone number, and qualifications. To the greatest extent possible, the Project Coordinator shall be present on the facility or readily available during work. Complainant retains the right to disapprove of the designated Project Coordinator. If Complainant disapproves of the designated Project Coordinator, Respondent shall retain a different Project Coordinator and shall notify Complainant of that person's name, address, telephone number, and qualifications within four business days following Complainant's disapproval. Receipt by Respondent's Project Coordinator of any notice or communication from Complainant relating to this Consent Agreement shall constitute receipt by Respondent. Complainant shall mail copies of any such Notices to: Clean Harbors PPM, LLC, c/o R. Craig Lackey, Esq., Clean Harbors Environmental Services, Inc., 200 Arbor Lake Drive, Columbia, SC 29223.

40. Work Plan and Implementation.

a. By the start of the business day on May 21, 2007, Respondent shall submit to Complainant for approval a draft work plan for performing the assessment of the sewer system and Strong Brook. By the start of the business day on June 4, 2007, Respondent shall submit to

Complainant for approval a draft work plan for performing the remaining actions generally described in Paragraph 37 above. The draft work plan shall provide a description of, and an expeditious schedule for, the actions required by this CAFO.

b. Complainant may approve, disapprove, require revisions to, or modify the draft work plan in whole or in part. If Complainant requires revisions, Respondent shall submit a revised draft work plan within five business days of receipt of Complainant's notification of the required revisions for the work plan regarding the assessment of the sewer system and brook and shall submit a revised draft work plan within seven business days of receipt of Complainant's notification of the required revisions for the work plan for the remaining actions. Respondent shall implement the work plan as approved in writing by Complainant in accordance with the schedule approved by Complainant. Once approved, or approved with modifications, the work plan, the schedule, and any subsequent modifications shall be incorporated into and become fully enforceable under this CAFO.

c. Respondent shall not commence any work except in conformance with the terms of this CAFO. Respondent shall not commence implementation of the work plans developed hereunder until receiving written Complainant's approval pursuant to paragraph 40(b), except Respondent shall continue with collection of storm water and other discharge water, as well as monitoring and maintenance of the boom and slit curtain, prior to approval of the work plans.

d. Respondent shall submit two separate work plans, one for the investigation and work on the facility and the second work plan for the assessment and investigation of the sewer system and Strong Brook.

41. Health and Safety Plan.

Within 15 business days after the effective date, Respondent shall submit for Complainant review and comment a plan that ensures the protection of the public health and safety during performance of the work under this CAFO. The plan shall comply with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R. Part 1910. Respondent shall incorporate all changes to the plan recommended by Complainant and shall implement the plans during the pendency of the action.

42. Quality Assurance and Sampling.

a. Within 15 business days after the effective date, Respondent shall submit for Complainant review and comment a Quality Assurance Project Plan (QAPP), for the work to be performed under this CAFO. All environmental operations performed pursuant to this CAFO shall conform to Complainant's direction and the guiding principles outlined in Guidance on Quality Assurance for Environmental Technology Design, Construction and Operation (QA/G-11) (EPA/240/B-05/001 January 2005). Respondent shall ensure that project activities will meet specific project objectives by following QA/QC specifications for different project implementation stages as recommended in this guidance. In addition, the guidance recommends that Respondent develop a project specific quality plan, which will be used to guide personnel in performing appropriate procedures, using specified equipment and sampling methods, and performing specified operational and maintenance checks.

b. Upon request by Complainant, Respondent shall have such a laboratory analyze samples submitted by Complainant for QA monitoring. Respondent shall provide to Complainant the QA/QC procedures followed by all sampling teams and laboratories performing data collection and/or analysis.

c. Upon request by Complainant, Respondent shall allow Complainant or its authorized representatives to take split and/or duplicate samples. Respondent shall notify Complainant not less than three business days in advance of any sample collection activity, unless shorter notice is agreed to by Complainant. Complainant shall have the right to take any additional samples that Complainant deems necessary. Upon request, Complainant shall allow Respondent to take split or duplicate samples of any samples it takes as part of its oversight of Respondent's implementation of the work.

43. Reporting.

a. Respondent shall submit a written progress report to Complainant concerning actions undertaken pursuant to this CAFO every two weeks after the date of receipt of Complainant's approval of the work plans until completion of the action required by the work plans. These reports shall describe all significant developments during the preceding period, including the actions performed and any problems encountered, analytical data received during the reporting period, and the developments anticipated during the next reporting period, including a schedule of actions to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

b. Respondent shall submit three copies of all plans, reports or other submissions required by this CAFO, or any approved work plan. Upon request by Complainant, Respondent shall submit such documents in electronic form. Respondent must submit its reports to Ken Zolnierczyk (DT-8J), U.S. EPA, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604 or by e-mail at zolnierczyk.kenneth@epa.gov. Complainant may designate another contact and shall notify Respondent within 7 working days if such designation occurs.

VI. Penalty

44. Section 16(a) of TSCA, 15 U.S.C. §2615(a), authorizes the assessment of a civil penalty of up to \$25,000 per day for each violation of a provision of Section 15 of TSCA, 15 U.S.C. §2614. The Debt Collection Improvement Act of 1996, 31 U.S.C. §3701, as promulgated in 40 C.F.R. Part 19, provides for an enhancement of ten percent, or \$27,500 per day of noncompliance for each violation of TSCA occurring between January 30, 1997 and March 15, 2004; for violations occurring after March 16, 2004, the maximum per day penalty is \$32,500.

45. No civil penalty is proposed in this civil administrative action at this time for the alleged violations at the facility. Complainant reserves the right to seek penalties for the improper disposal, release, storage and/or containment of PCBs at the facility.

VII. Stipulated Penalties

46. If Respondent fails to comply with any requirement of the Consent Agreement and attached Final Order, Complainant may impose stipulated penalties as follows:

- a. Progress Reports: For failure to submit to Complainant in a timely manner the progress reports required under paragraph 43, Respondent shall pay:

	<u>Period of Noncompliance</u>	<u>Penalty per day</u>
I.	Days 1-15 of noncompliance	\$500
ii.	Days 16-30 of noncompliance	\$1,000
iii.	Each day after day 30	\$5,000

- b. All other CAFO Requirements: For any failure to comply with requirements of paragraphs 37 to 41, Respondent shall pay:

	<u>Period of Noncompliance</u>	<u>Penalty per day</u>
I.	Days 1-15 of noncompliance	\$500
ii.	Days 16-30 of noncompliance	\$1,000
iii.	Each day after day 30	\$5,000

47. All penalties shall begin to accrue on the date that performance is due or a violation occurs and shall continue to accrue through the final day of correction of the non-compliance.

48. Respondent shall pay stipulated penalties in the amount set forth in this Section upon demand by Complainant if Respondent fails to comply with requirements of the CAFO specified above. All penalties owed to Complainant under this Section shall be due within 30 days of receipt of a demand letter from Complainant. Interest at the current rate published by the United States Treasury, as described at 40 C.F.R. §13.11, shall begin to accrue on the unpaid balance at the end of the 30 day period.

49. All penalties shall be made payable by certified or cashier's check to "Treasurer, the United State of America" and shall be remitted to:

U.S. Environmental Protection Agency
Region 5
P.O. Box 371531
Pittsburgh, PA 15251-7531

50. Respondent shall provide a transmittal letter stating Respondent's name, complete address and the case docket number with payment. Respondent must write the case docket number on the face of the check.

51. Respondent must also provide copies of the check and the transmittal letter to:

Regional Hearing Clerk (E-13J)
U.S. EPA - Region 5
77 West Jackson Boulevard

Chicago, Illinois 60604

Ken Zolnierczyk (DT-8J)
U.S. EPA - Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

Peter Felitti (C-14J)
U.S. EPA - Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

52. The payment of stipulated penalties shall not alter in any way Respondent's obligation to complete the performance required hereunder.

53. Payment of stipulated civil penalties as set forth above shall be in addition to any other rights or remedies that may be available to the United States or its agencies by reason of Respondent's failure to comply with requirements of this CAFO, or all applicable federal, state or local laws, regulation or permits. The payment of such stipulated penalties shall not be construed to relieve Respondent for specific compliance with this CAFO, nor shall it limit Complainant's authority to require compliance with such laws.

VIII. Dispute Resolution

54. The dispute resolution provisions will not apply in the event of an imminent threat to human health or the environment as determined by the Complainant. For all other disputes, the parties agree to use their best efforts to informally and in good faith resolve all disputes or differences of opinion relating to this CAFO.

55. Any dispute that arises with respect to the meaning, application, implementation, amendment or modification of this CAFO, or with respect to Respondent's compliance herewith or any delay hereunder, the resolution of which is not expressly provided for in this CAFO, shall in the first instance be the subject of informal negotiations. If Respondent believes it has a dispute with Complainant, it shall notify Ken Zolnierczyk at the address identified in paragraph 43(b), of the matter(s) in dispute. Respondent's project coordinator and Ken Zolnierczyk shall attempt to resolve the dispute informally. Such period of informal negotiation shall not exceed 15 days from the date the notice was orally provided unless the Parties agree otherwise. At the end of this time period, Ken Zolnierczyk shall provide an informal written decision to Respondent's project coordinator.

56. If the informal negotiations are unsuccessful, Respondent may pursue the matter by formally submitting objections to Complainant's counsel in writing. The written objection(s) must be sent to Complainant within 15 days of receipt of the communication from Ken Zolnierczyk. The written objections shall describe the nature of the dispute and a proposal for its resolution.

57. The parties shall attempt to resolve Respondent's formal request for dispute resolution within 30 days from the date Complainant received Respondent's written notice. During this time period, Respondent may request to meet with the Director of the Waste, Pesticides and Toxics Division, Region 5, to discuss Respondent's dispute and/or objections.

Within ten days after the conclusion of formal discussions under paragraph 57, the Director of the Waste Pesticides and Toxics Division shall provide to Respondent in writing Complainant's decision of the pending dispute, which will constitute the Agency's final decision under the dispute resolution provision of this CAFO. The written decision shall be sent to Respondent by facsimile transmission and by certified mail.

58. Stipulated penalties with respect to any dispute matter (and interest thereon) shall accrue in accordance with Paragraphs 47 and 48; however payment of stipulated penalties shall be stayed pending resolution of the dispute. When the dispute is resolved, either formally or informally, accrued penalties and interest, if any, determined to be owing shall be paid within thirty days of receipt of Complainant's informal or formal position in writing.

59. Complainant and Respondent may, upon mutual written Agreement, extend any of the time periods provided for in the dispute resolution process.

IX. Final Statement

60. Respondent consents to the issuance of the attached Final Order without further notice.

61. This executed CAFO shall become effective on the date that it is filed with the Regional Hearing Clerk.

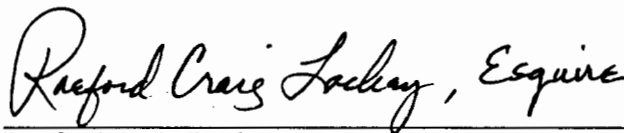
62. The undersigned representatives of Complainant and Respondent hereby certify that he or she is fully authorized to enter into this CAFO, to execute and to legally bind Complainant and Respondent to it on their behalf.

IN THE MATTER OF:

Clean Harbors PPM, LLC
Ashtabula, Ohio
Docket No. **TSCA-05-2007-0012**

The foregoing Consent Agreement is hereby stipulated, agreed and approved for entry.

For Respondent:

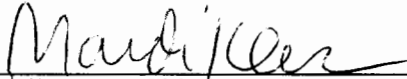


Raeford Craig Lackey, Esquire
Vice President & Chief Counsel
Environmental Law & Litigation
Attorney for: Clean Harbors PPM, LLC

Date: May 15, 2007

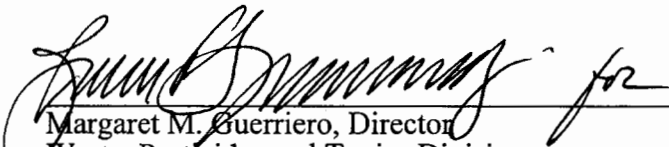
For Complainant:

United States Environmental Protection Agency



Mardi Klevs, Chief
Pesticides and Toxics Branch
Waste, Pesticides and Toxics Division

Date: May 17, 2007



Margaret M. Guerriero, Director
Waste, Pesticides and Toxics Division

Date: 5/18/07

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U.S. ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, DC 20460

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

In the Matter of:

Clean Harbors PPM, LLC
1302 West 38th Street
Ashtabula, Ohio

Respondent.

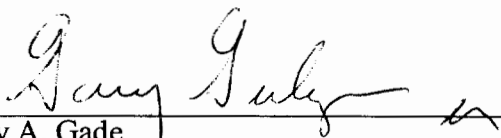
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CONSENT AGREEMENT
AND FINAL ORDER

Docket No. **TSCA-05-2007-0012**

FINAL ORDER

The foregoing Consent Agreement is hereby approved and incorporated by reference into this Order. Respondent is hereby ordered to comply with the terms of the above Consent Agreement effective immediately upon filing with the Regional Hearing Clerk.



Mary A. Gade
Regional Administrator
Region 5
United State Environmental Protection Agency

5/18/07

Date

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REGION 5
CLEVELAND

Certificate of Service

I, Peter Felitti, certify that I filed the original and one copy of the Consent Agreement and Final Order, docket number TSCA-05-2007-0012 the Regional Hearing Clerk, Region 5, United States Environmental Protection Agency, and that I sent a copy to the Respondent by telefax and mailed a copy to the Respondent by Federal Expressfirst, postage prepaid, addressed as follows:

R. Craig Lackey, Esq.
Law Department
Clean Harbor Environmental Services, Inc.
200 Arbor Lake Drive, Suite 300
Columbia, SC 29223

on the 21st day of May, 2007.



Peter Felitti
U.S. Environmental Protection Agency
Region 5

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10/25/07 10:10:00 AM