

Request FOIA (J. . Norris and Associates)

Bernice Brewer <bbrewer910@gmail.com>

Sat 1/21/2017 10:34 PM

1-23-17 (2)

To: Sherry Jasinski <sjasinski@saukville.org>;

Under the Freedom of Information Act, I am seeking any/all documents that show claim filed by J.Norris and associates (AL) and Sauk Village vs Roadway AKA Yellow Trucking.

A decision was due on January 4, 2017 concerning contamination of Well 1, 2, and 3. . Please provide a copy of the decision or advise me when a decision will be provided. The information can be obtained from Village Attorney Bert Oldenson

Your response to this request can be sent to bbrewer910@gmail.com
If you have questions or need clarification please call me at 773 983 7137.

Thank You
Bernice Brewer

JAN 24 AM 9:27

FW: Request FOIA (J. . Norris and Associates)

Luke Keller


Mon 1/23/2017 4:43 PM

To: Sherry Jasinski

1 attachments (529 KB)

File Stamped Amended Complaint.pdf;

Sherry,

 Please see the attached Complaint. We are still waiting for the court to issue its ruling thanks.

Luke

Michael J. McGrath
Odelson & Sterk, Ltd.

3318 W. 95th Street
Evergreen Park, IL 60805

708-741-5053 fax

www.odelsonsterk.com



Thanks,

Sherry

From: Bernice Brewer <bbrewer910@gmail.com>

Sent: Saturday, January 21, 2017 10:34 PM

To: Sherry Jasinski

Subject: Request FOIA (J. . Norris and Associates)

Under the Freedom of Information Act, I am seeking any/all documents that show\ claim filed by J.Norris and associates (AL) and Sauk Village vs Roadway AKA Yellow Trucking.

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Thank You
Bernice Brewer

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION 6

VILLAGE OF SAUK VILLAGE,
ILLINOIS, a Municipal Corporation

Plaintiff,

v.

ROADWAY EXPRESS, INC.;
YRC WORLDWIDE INC.;
ARCADIS U.S., INC.; and
LINCOLN LIMITED.

Defendants.

14 JUL 30 PM 12:45

DOROTHY BROWN
CLERK OF CIRCUIT COURT
LAW DIVISION

Case No. 2014 L 4790

Jury Trial Demanded

NOTICE OF FILING

To: See Attached Service List

PLEASE TAKE NOTICE that on July 30, 2014, the undersigned caused to be filed with the Clerk of the Circuit Court of Cook County Plaintiff Village of Sauk Village's Amended Complaint, a copy of which is attached and hereby served upon you.

Michael McGrath

CERTIFICATE OF SERVICE

The undersigned, an attorney, pursuant to Section 1-109 of the Illinois Code of Civil Procedure hereby certify that I served this Notice of Filing together with the attached Plaintiff Village of Sauk Village's Amended Complaint upon counsel of record listed above by placing same in a properly addressed, postage prepaid envelope and depositing same in a post office box at the Evergreen Park Post Office, Evergreen Park, Illinois before 5:00 p.m. on July 30, 2014.

Michael McGrath

Michael McGrath
ODELSON & STERK, LTD.
3318 West 95th Street
Evergreen Park, Illinois 60805
(708) 424-5678
Attorney No. 91071

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

FILED 16

VILLAGE OF SAUK VILLAGE,)
ILLINOIS, a Municipal Corporation)

Plaintiff,)

v.)

ROADWAY EXPRESS, INC.;)
YRC WORLDWIDE INC.;)
ARCADIS U.S., INC.; and)
LINCOLN LIMITED.)

Defendants.)

14 JUL 30 PM 12:45

DOROTHY BROWN
CLERK OF CIRCUIT COURT
LAW DIVISION

Case No. 2014 L 4790

Jury Trial Demanded

AMENDED COMPLAINT

Now comes plaintiff Village of Sauk Village, Illinois, by its counsel, and complaining of defendant Roadway Express, Inc., defendant YRC Worldwide Inc., defendant Arcadis U.S., Inc., and defendant Lincoln Limited alleges as follows:

INTRODUCTION

1. This is an action brought by the Village of Sauk Village, Illinois ("Sauk Village"), seeking compensation for environmental pollution caused by defendant Roadway Express, Inc. ("Roadway Express"), defendant YRC Worldwide Inc. ("YRC"), defendant Arcadis U.S., Inc. ("Arcadis U.S."), and defendant Lincoln Limited ("Lincoln landfill") (collectively referred to as "Defendants").

2. Sauk Village, located in Cook and Will Counties, Illinois, is a village of approximately 10,506 people. Sauk Village owns and operates a public water supply that provides service to an approximately 4.0 square mile area. Water is provided to approximately 2,943 customers of whom 2,874 are residential customers, 61 are commercial customers, and 8 are school customers. The existing Sauk Village Public Water Supply consists of three Wells (Nos. 1, 2,

and 3) for the source water. Sauk Village's water supply is impacted by groundwater contamination with concentrations of vinyl chloride ("VC") and other volatile organic compounds (VOCs) detected during testing as early as February 2008 that exceed acceptable limits proscribed by the United States Environmental Protection Agency and the Illinois Environmental Protection Agency. Sauk Village's damages, as set forth herein, result from the contamination of the public water supply, which contamination was caused by chemical spills on the property of YRC and Roadway Express at 2000 East Lincoln Highway, Chicago Heights, Cook County, Illinois (the "Facility"), and on the property of Lincoln Landfill at Torrence Avenue and Lincoln Highway in Ford Heights, Cook County, Illinois (the "Landfill"), all of which resulted in significant monetary damages and penalties to Sauk Village.

3. Defendants' illegal conduct consists of trespass, nuisance, negligence, and water pollution from releases of chlorinated solvents to the water, land, and air in Sauk Village.

THE PARTIES

4. Plaintiff Sauk Village is a municipality incorporated under the laws of the State of Illinois with its place of governmental activity within the State of Illinois. The Village is the owner of certain property within the Village limits.

5. Defendant Roadway Express is a corporation organized and existing under the laws of the State of Ohio with its principal place of business in the State of Ohio. At various times relevant to the claims asserted herein, Roadway Express owned and/or operated the property located at 2000 E. Lincoln Highway, Sauk Village, Illinois 60411 ("the Roadway Express Property"). Roadway Express was and is a business licensed to do business and doing business in Chicago Heights, Cook County, Illinois. Roadway Express is the second largest motor freight carrier company in the United States. In 2003, Roadway Express merged with Yellow Transit

Co. to become Yellow Roadway Corp. In 2009, these merged companies became YRC Inc. Defendant YRC, therefore, also owns the Roadway Express property.

6. Defendant YRC Worldwide Inc. is a corporation organized and existing under the laws of the State of Delaware with its principal place of business in the State of Kansas. Defendant YRC has a comprehensive network in North America and offers shipping of industrial, commercial and retail goods. Defendant YRC owns the Roadway Express property in conjunction with defendant Roadway Express. Defendant YRC was and is a business licensed to do business and doing business in Chicago Heights, Cook County, Illinois.

7. Defendant Arcadis U.S., Inc. is a corporation organized and existing under the laws of the State of Delaware with its principal place of business in the State of Colorado. Arcadis is an international corporation that provides consultancy, design, engineering, and management services in the fields of Infrastructure, Water, Environment and Buildings. With more than 22,000 employees and more than \$3.3 billion in revenues the company has an extensive international network that is supported by strong local market positions. Arcadis merged with Geraghty & Miller, Inc. in 1993. Arcadis is the surviving corporation, and as such was doing business in Cook County, Illinois. Defendant Arcadis was and is liable for the actions of Geraghty alleged herein. Arcadis and Geraghty are referred to herein interchangeably, such that any reference to the actions and liability of one is intended to be understood as a reference also to the actions and liability of the other.

8. Defendant Lincoln Limited is a corporation organized and existing under the laws of the State of Illinois with its principal place of business in the State of Illinois. Lincoln Limited, referred to as Lincoln landfill, owns property located at the northwest corners of Torrence Avenue and Lincoln Highway in Sauk Village, north of Well No. 3. Lincoln landfill is operating

as an illegal landfill, conducting business without a valid license in Ford Heights, Cook County, Illinois.

JURISDICTION AND VENUE

9. The Court has jurisdiction under 735 ILCS 5/2-209(a). The allegations in this complaint center around the transaction of business in Illinois by Defendants.

10. Venue is proper in Cook County pursuant to 735 ILCS 5/2-101 as some of the defendants are situated in Cook County and the alleged actions occurred in Cook County.

FACTUAL ALLEGATIONS

11. Sauk Village is located in Cook and Will Counties in northeastern Illinois. The public water supply was installed in 1957 and consists of three shallow wells tapping dolomite aquifers. Well No. 1 was drilled to a depth of 470 feet in 1957. Well No. 2 was drilled to a depth of 480 feet in 1960. Well No. 3 was drilled to a depth of 450 feet in 1970. The facility has two TAP's. TAP No. 1 serves Well No. 1 and Well No. 2, which are separated by approximately 20 feet. TAP No. 2 serves Well No. 3. Water storage consists of a 300,000 gallon ground storage tank, a 400,000 gallon elevated tank, and a 500,000 gallon elevated tank. Sauk Village's total water storage capacity is 1,200,000 gallons.

12. Sauk Village has two water treatment plants. One treatment plant is used for Well Nos. 1 and 2, and the second water treatment plant is for Well No. 3. For both water treatment plants, the raw groundwater is aerated, passed through an iron filter, and injected with fluoride, phosphate and chlorine. The average daily flow for the Sauk Village Public Water Supply system is approximately 1,250,000 gallons per day, and the peak daily flow is approximately 1,700,000 gallons per day.

13. Sauk Village has approximately 43 miles of water main ranging in size from 3-inch to 16-inch in diameter providing service to residential, commercial and school customers. Water is distributed throughout the system by pump stations at each water treatment plant, while the distribution system pressure is stabilized by the elevated tanks.

14. Ground water contamination by chlorinated volatile organic compounds was identified first in the Sauk Village community water supply system in February 2008. At that time, cis-1, 2-dichloroethylene was found in the finished water. Subsequent testing in 2008 and 2009 showed increasing levels of cis-1, 2-dichloroethylene and vinyl chloride in both the finished water and all three of the municipal wells. In 2009, the Illinois Environmental Protection Agency ("Illinois EPA") confirmed the presence of vinyl chloride in Sauk Village's water distribution system and issued a Notice of Violation ("NOV") to Sauk Village on June 23, 2009. The NOV stated

"[o]wners and official custodians of a public water supply in the State of Illinois shall provide continuous operation and maintenance of public water supply facilities so that the water shall be assuredly safe in quality, clean, adequate in quantity and of satisfactory mineral characteristics for ordinary domestic consumption. The finished water delivered to any user in the distribution system must contain no impurity at a concentration that may be hazardous to the health of the consumer or that would be excessively corrosive or otherwise deleterious to the water supply.... The presence of vinyl chloride has been confirmed in your distribution system.... To achieve compliance, Sauk must establish and adhere to a schedule for at least one of the following: obtaining a different source of water; or installing additional treatment."

Following the NOV, the Illinois Attorney General issued an order to Sauk Village to either disconnect Well No. 3 from the supply system or to install appropriate treatment on that well.

15. Sauk Village is committed to supplying safe drinking water, and it takes its duties and responsibilities regarding the water supply system very seriously. Sauk Village in May 2009, before the Attorney General's order, voluntarily discontinued use of Well No. 3 until the contamination could be remedied. Well No. 3, therefore, is not currently supplying water to the community water supply system. With Well No. 3 off-line, the firm capacity of the Sauk Village

Public Water Supply drops to 920,000 gallons per day. This capacity is not sufficient to meet Sauk Village's average daily flow demand of 1,250,000 gallons per day or the peak daily flow demand of 1,700,000 gallons.

16. A project plan providing enhanced groundwater treatment at Well No. 3 was developed in response to quickly address the contamination and compliance issues. Well No. 3 treatment improvements will consist of an air stripping tower and new pump station. Air stripping is a common groundwater treatment technology, and it is widely used to remove volatile compounds from water. Air stripping is also one of very few water treatment technologies that are capable of significantly removing vinyl chloride. This technology is proven in the industry as the best method for removing VOC's such as vinyl chloride.

17. In November 2009, five months after Well No. 3 had been idle, increased concentrations of vinyl chloride in Well Nos. 1 and 2 had risen and continued to rise. Testing in July 2012 showed the concentration of vinyl chloride had risen to 2.50 ug/l in Well No. 1 and 1.62 ug/l in Well No. 2, and the finished water on the south end of Sauk Village contained vinyl chloride at 1.68 ug/l. The vinyl chloride reached one half the maximum contaminant limit in Well Nos. 1 and 2, triggering a public notice regarding the presence of vinyl chloride in the distribution system. The Illinois groundwater standard and the MCL for vinyl chloride is 2.0 ug/l and the MCLg is zero. As a result, Sauk Village decided to pursue air stripping at Well Nos. 1 and 2 along with seeking an emergency Lake Michigan water connection.

18. Air stripping is one of the Illinois EPA's best available treatment methods for reducing the concentration of vinyl chloride in water. The Illinois EPA recommended that Sauk Village use air stripping to treat its public water supply wells. The Illinois EPA recommended that Sauk Village initially rent the equipment necessary to properly air strip the VC for a short term remedy

and, then, purchase permanent air strippers as a long-term solution until Lake Michigan water becomes available.

19. The temporary air stripping units installed by the Illinois EPA are currently in operation and removing vinyl chloride to below the detectable limit. The treatment established is truly a temporary installation with equipment resting on trailers, flexible piping, electrical cords along the ground, equipment blanketed to achieve winterization, etc. The rental charges are cost prohibitive for a long-term solution. Permanent air strippers, thus, are needed to solve the VC contamination.

20. The projected cost of constructing the air stripping units to solve the VC contamination is approximately \$5.3 million. A portion of the recent water rate increase will be utilized to cover the cost of the Illinois EPA loan applied for to fund the project. The loan is projected to be paid back over 20 years.

21. Sauk Village's long-term goal is to secure a permanent Lake Michigan water supply for both emergency and permanent uses.

22. The Roadway Express Property is located adjacent to and immediately south of Well No. 3 and is a source of chlorinated solvent contamination. Beginning in 1989 Roadway Express reported a leaking underground storage tank. The property has at least six underground storage tanks ("USTs") currently in use. In addition, one UST has been abandoned, and five USTs previously have been removed from the property. Between 1989 and 2005, Roadway Express reported six leaking UST incidents to the Illinois EPA. Roadway Express on its site reported a spill/release of approximately 55-gallons of Trichloroethene (chlorinated solvent) in 2001. Roadway Express documented the presence of non-petroleum contamination (including chlorinated solvents) on the property dating back as early as 1993.

23. The Roadway Express Property has a history of non-petroleum soil contamination. For example, a leaking UST investigation report prepared in 1993 by Geraghty & Miller identified the presence of non-petroleum contamination including methylene chloride, acetone, chloroethane, carbon disulfide and trichloroethene at the property. Non-petroleum contamination was documented again in 1999 at the property.

24. Between 1997 and 2002, Roadway Express reported seven ERNS (emergency response notification system) spills to the United States EPA. The sources of the spills include 15-gallons hydrazine (1997), 5-gallons hydrazine (1998), 5-gallons hydrazine (1998), 30-gallons fuel oil (1999), 90-gallons diesel fuel (2000), 55-gallons trichloroethylene (2001), and 37-gallons xylene (2002). No further information on these spills was supplied by the United States EPA or the Illinois EPA, which suggests these spills are open, uninvestigated, and considered environmental violations for the property.

25. Roadway Express reportedly maintains a waste pit on this property where leaking and damaged containers are placed to drain into the soil and eventually the ground water beneath the site.

26. The Roadway Express Property has been connected to Sauk Village's water and sewer service since 1981. The property was officially annexed in 1983, prior to that it was formerly unincorporated Cook County. In 1970 Sauk Village advanced Well No. 3 on to the Roadway Express Property.

27. In June 2008 the IEPA advised YRC and Roadway Express that it would only issue no further remediation letters regarding their leaking UST if no water under the Roadway Express property would be used as potable water. Sauk Village's Well 3 is located on the Roadway Express property through annexation and is used as water for Sauk Village's residents and

businesses. YRC and Roadway Express never informed Sauk Village about the IEPA's restrictions for the water on the Roadway Express property and coming from that property.

28. Lincoln landfill is an illegal landfill, operating without a valid permit from the Illinois EPA. Piles of construction debris have been collected on the property. Upon information and belief, Lincoln landfill has disposed of hazardous materials in its landfill.

29. Upon information and belief, Lincoln landfill has done nothing to prevent hazardous materials to enter the soils and migrate into the Sauk Village water source.

30. Upon information and belief, Lincoln landfill has contributed to the contamination of the Sauk Village water source.

31. Defendants' actions and/or inactions involving the contaminated Roadway Express Property and Lincoln landfill creates a serious problem for Sauk Village, which adversely impacts each and every one of the approximately 10,500 residents of the Village and everyone else who works or visits Sauk Village. Sauk Village's water supply is not safe for these people. Sauk Village did not put the solvent contamination in its drinking water, and it does not have the financial or technical resources to resolve this water crisis without the culpable parties paying for their illegal contamination of the water supply and the corrective measures necessary to remedy the hazardous situation.

CLAIMS FOR RELIEF

COUNT I

Negligence Claim against YRC and Roadway Express

32. Plaintiff Sauk Village repeats and re-alleges each and every allegation set forth in paragraphs 1 through 31 as if fully set forth herein.

33. In June 1993, the IEPA notified defendants YRC and Roadway regarding the Facility that "it is apparent that this area has been impacted by non-UST [non-underground storage tank]

sources. Contaminants unrelated to diesel fuel or new motor oil, such as methylene chloride, trichloroethene, acetone, chloroethane, carbon disulfide, and dibenzofuran have been identified at various concentrations in soil samples collected in this area.” The IEPA then requested defendants YRC and Roadway to conduct “a comprehensive soil and groundwater investigation of the facility and prepare a corrective action and budget for responding to all environmental concerns at the site.” In January 1995, the IEPA notified defendants YRC and Roadway that it had received no response to the June 1993 request and directed them to respond within 30 days with reasons for their “non-compliance.”

34. Defendants YRC and Roadway Express were negligent in not informing Sauk Village about the IEPA’s no further remediation letters being issued around June of 2008 as long as the water from the Roadway Express property was not used as potable water. Sauk Village used water coming from the Roadway Express property through Well 3 as potable water.

35. Defendants YRC and Roadway Express have never complied with the IEPA’s directives, and, as a consequence, are now and have been in violation of the provisions of the Illinois Environmental Protection Act 415 ILCS 5 *et seq.*, the provisions of the Illinois tiered approach to corrective action (“TACO”), 35 Ill. Adm. Code 742, and the Federal Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6991 *et seq.*

36. Defendants YRC and Roadway Express’s wrongful, careless and negligent conduct in failing to comply with the IEPA’s directives and chemical spills contaminating the ground water caused or contributed in whole or in part to the vinyl chloride contamination of Sauk Village’s water supply.

37. As a direct and proximate result and in consequence of the above-mentioned wrongful, careless, and negligent acts of defendants YRC and Roadway Express, Sauk Village incurred

millions of dollars in damages and penalties as a result of the public water supply contamination. Sauk Village has suffered and suffers property damage and reduced property values as a result of the contamination.

WHEREFORE, plaintiff Sauk Village seeks compensatory, punitive, and statutory damages against defendant YRC and Roadway Express as allowed under the law, and attorneys' fees, costs and expenses.

COUNT II
Negligence Claim Against Arcadis

38. Plaintiff Sauk Village repeats and re-alleges each and every allegation set forth in paragraphs 1 through 31 as if fully set forth herein.

39. From 1992 through at least 1996, Roadway Express retained Geraghty & Miller to provide expert advice including but not limited to communicating directly with the IEPA on Roadway Express's behalf. Geraghty & Miller had a duty to furnish the IEPA with information relating to any threat or potential threat to any public water supply from chemicals at the Facility. The IEPA and Roadway Express relied upon Geraghty & Miller's expertise in supplying this information to them.

40. From 1993 through 1996, Geraghty & Miller submitted plans and proposals to the IEPA for the purpose of obtaining for Roadway Express letters of no further remediation and releasing Roadway Express from its obligations to perform further inspections or remediations.

41. In these plans and proposals, Geraghty & Miller carelessly and negligently represented to the IEPA that there was no threat to or danger from the water supplied to the public through Well 3 when Geraghty & Miller knew or should have known that there was or could be toxic chemicals from the Facility that could enter the source of water supply from Well 3.

42. Geraghty & Miller knew that Sauk Village owned Well 3 and that Sauk Village used this well as a public water source. This company, along with defendant Roadway Express, intended for Sauk Village to rely on Geraghty & Miller's reports stating that no threat or potential threat to Well 3 and the water system was possible from the chemicals on the Roadway Express property. Sauk Village took no action to avoid contamination of its water system as a result of Geraghty & Miller's and Roadway Express's assertions.

43. Geraghty & Miller was hired to prepare expert reports stating that no threat to Sauk Village's water system was possible or present. Sauk Village was the record owner of Well 3, the well located directly under Roadway Express's property, at the time Geraghty & Miller prepared its reports. Geraghty & Miller knew that the reports it prepared would directly influence the actions and/or inactions of Sauk Village, as Sauk Village was the owner of the well and water system that would be impacted by any spills on the Roadway Express property. Geraghty & Miller owed Sauk Village a duty of care because it knew Sauk Village was the owner of Well 3.

44. Geraghty & Miller's careless and negligent misrepresentation to the IEPA as alleged was a proximate cause of the eventual vinyl chloride contamination of the water supplied through Well 3 for public use. Sauk Village took no action to remediate or avoid potential contamination of its water system and Well 3 based on Geraghty & Miller's expert analysis of the chemical spills on Roadway Express's property.

45. As a direct and proximate result of Geraghty & Miller's careless and negligent misrepresentations, Sauk Village's water supply remains contaminated and continues to be a substantial hindrance to the growth and development of Sauk Village due to the water contamination being public knowledge and costly for Sauk Village to remediate.

WHEREFORE, Sauk Village seeks damages against defendant Arcadis in an amount equal to the cost of remediating the water contamination issue, and attorneys' fees, costs, and expenses.

COUNT III
Negligence Claim against Lincoln Landfill

46. Plaintiff Sauk Village repeats and re-alleges each and every allegation set forth in paragraphs 1 through 31 as if fully set forth herein.

47. Beginning around January 2008 and continuously thereafter, defendant Lincoln Landfill owned and operated a landfill in Ford Heights, Illinois, adjacent to and near Sauk Village's Wells.

48. Chemicals contained in the debris, construction waste and other material that defendant Lincoln Landfill allowed to be deposited, dumped or otherwise left on its property leached through the soil and resulted in vinyl chloride's contaminating the aquifer that was a source of water supply for Sauk Village and its residents.

49. Defendant Lincoln Landfill's failure to obtain proper licensing, to abide by the rules, regulations, policies, procedures, protocols, and safety precautions for a landfill, and its allowing debris, construction waste and other material to be deposited, dumped and otherwise left on the property was negligent.

50. Defendant Lincoln Landfill's negligence resulted in vinyl chloride's presence in Sauk Village's water supply.

51. Vinyl Chloride is a highly toxic chemical and exposure to it can cause serious health effects. Exposure to vinyl chloride increases a person's risk of developing cancer – including liver, lung and numerous other types of cancers. Exposure to vinyl chloride can damage the nervous system and cause changes in the immune system. There are many other additional health hazards reported to be associated with exposure to vinyl chloride.

52. As a direct and proximate result of Lincoln Landfill's careless and negligent acts, Sauk Village's water supply remains contaminated and continues to be a substantial hindrance to the growth and development of Sauk Village due to the water contamination being public knowledge and costly for Sauk Village to remediate.

WHEREFORE, Sauk Village seeks damages against defendant Lincoln Landfill in an amount equal to the cost of remediating the water contamination issue, and attorneys' fees, costs, and expenses.

COUNT IV
Trespass Claim Against YRC and Roadway Express

53. Plaintiff Sauk Village repeats and re-alleges each and every allegation set forth in paragraphs 1 through 31 as if fully set forth herein.

54. Defendants YRC and Roadway Express's wrongful, careless, and negligent conduct in failing to comply with the IEPA's directives caused in whole or in part to vinyl chloride entering Sauk Village's water supply and property.

55. Defendants YRC and Roadway Express in wrongfully, carelessly and negligently causing vinyl chloride to enter upon Sauk Village's land and water supply caused millions of dollars worth of damages in remediation of the contamination.

WHEREFORE, Sauk Village seeks compensatory, punitive, and statutory damages against defendant YRC and Roadway Express as allowed under the law, and attorneys' fees, costs and expenses.

COUNT V
Trespass Claim Against Lincoln Landfill

56. Plaintiff Sauk Village repeats and re-alleges each and every allegation set forth in paragraphs 1 through 31 as if fully set forth herein.

57. Defendant Lincoln Landfill's wrongful, careless, and negligent conduct in failing to become licensed to operated a landfill in Illinois and in allowing debris, construction waste, and other materials that contained toxic chemicals to be deposited, dumped or otherwise left on the property leaked through the soil and resulted in vinyl chloride entering Sauk Village's water supply and property.

58. Defendant Lincoln Landfill, by wrongfully, carelessly, and negligently causing vinyl chloride to enter upon Sauk Village's property and water supply, caused a substantial amount of damages in remediation efforts and corrective action ordered by the IEPA. Sauk Village has incurred millions of dollars in damages attempting to correct the problem.

WHEREFORE, Sauk Village seeks compensatory, punitive, and statutory damages against defendant Lincoln Landfill as allowed under the law, and attorneys' fees, costs and expenses.

COUNT VI
Nuisance Claim Against YRC and Roadway Express

59. Plaintiff Sauk Village repeats and re-alleges each and every allegation set forth in paragraphs 1 through 31 as if fully set forth herein.

60. Defendants YRC and Roadway Express knew of an abatable condition on their land as early as 1993, knew the condition could pose an unreasonable risk of nuisance, and failed to take steps to abate the condition.

61. Defendants YRC and Roadway Express's wrongful, careless, and negligent conduct in failing to comply with the IEPA's directives caused or contributed in whole or in part to vinyl chloride entering Sauk Village's property and water supply causing a substantial invasion of Sauk Village's use and enjoyment of its land and water supply.

62. Defendants YRC and Roadway Express's wrongful, careless, and negligent conduct allowing vinyl chloride to enter Sauk Village's property and water supply caused Sauk Village millions of dollars in damages as stated herein.

WHEREFORE, Sauk Village seeks compensatory, punitive, and statutory damages against defendant YRC and Roadway Express as allowed under the law, and attorneys' fees, costs and expenses.

COUNT VII
Nuisance Claim Against Lincoln Landfill

63. Plaintiff Sauk Village repeats and re-alleges each and every allegation set forth in paragraphs 1 through 31 as if fully set forth herein.

64. Defendant Lincoln Landfill knew of an abatable condition on its land as early as 1993, knew the condition could pose an unreasonable risk of nuisance, and failed to take steps to abate the condition on its property.

65. Defendant Lincoln Landfill's wrongful, careless, and negligent conduct in failing to become licensed to operate a landfill in Illinois and in allowing debris, construction waste and other materials that contained toxic chemicals to be deposited, dumped or otherwise left on its property caused the toxic chemicals to leak through the soil and resulted in vinyl chloride entering Sauk Village's property and water supply.

66. Defendant Lincoln Landfill's wrongful, careless, and negligent conduct in allowing vinyl chloride to enter Sauk Village's property and water supply caused a substantial invasion of Sauk Village's use and enjoyment of its land and water supply. Sauk Village suffered millions of dollars in remediation damages as a result of Lincoln Landfill's actions and/or inactions.

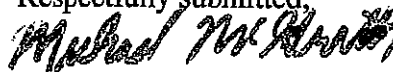
WHEREFORE, Sauk Village seeks compensatory, punitive, and statutory damages against defendant Lincoln Landfill as allowed under the law, and attorneys' fees, costs and expenses.

DEMAND FOR JURY TRIAL

Plaintiff Sauk Village demands trial by jury for all causes herein so triable.

Dated: July 28, 2014

Respectfully submitted,



Mike McGrath
Odelson & Sterk

Of counsel:

D. Frank Davis

John E. Norris

Wesley W. Barnett

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SERVICE LIST

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