

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

PEOPLE OF THE STATE OF ILLINOIS,)
ex rel. KWAME RAOUL, Attorney General)
of the State of Illinois,)
)
Plaintiff,)
)
v.)
)
PETROLEUM FUEL & TERMINAL)
COMPANY, a Missouri corporation,)
)
Defendant.)

No. 2026CH02667

ENTERED
Judge Neil H. Cohen-2021
APR 01 2026
MARIYANA T. SPYROPOULOS
CLERK OF THE CIRCUIT COURT
OF COOK COUNTY, IL

AGREED PRELIMINARY INJUNCTION ORDER

This cause coming before this Court by agreement of the Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* KWAME RAOUL, Attorney General of the State of Illinois, and Defendant, PETROLEUM FUEL & TERMINAL COMPANY, due notice having been given, the Court having jurisdiction over the parties and subject matter herein, and the Court otherwise being duly advised in the premises;

NOW THEREFORE, the Plaintiff having alleged that the Defendant has violated the Illinois Environmental Protection Act ("Act") and Illinois Pollution Control Board ("Board") regulations and that a preliminary injunction should issue pursuant to Section 42(e) of the Act, 415 ILCS 5/42(e) (2024), to address the violations; and the parties having agreed to entry of this Agreed Preliminary Injunction Order ("Agreed Order"), the Court enters the following preliminary injunction pursuant to Section 42(e) of the Act, 415 ILCS 4/42(e) (2024), which shall remain in effect until further order of this Court.

I. BACKGROUND

1. On March 20, 2026, the Plaintiff filed its Complaint for Injunctive Relief and Civil

Penalties (“Complaint”) against the Defendant.

2. The Defendant, a Missouri corporation, leases the premises located at 4805 Harlem Avenue, Forest View, Cook County, Illinois, where it operates a petroleum product storage, handling, and distribution terminal (“Facility”).

3. The Facility is located adjacent to the Chicago Sanitary and Ship Canal (“Canal”), which flows into the Des Plaines River. The Canal and Des Plaines River are both waters of the State of Illinois.

4. The Defendant provides storage, handling, and distribution services of petroleum products, including liquid asphalt, at the Facility.

5. The Plaintiff alleges in its Complaint that the Defendant, by causing or allowing the discharge of liquid asphalt from the Facility into the Canal (“the Release”), resulting in the presence of liquid asphalt and oil sheen in the waters of the State, has violated and continues to violate Section 12(a) of the Act, 415 ILCS 5/12(a) (2024), and Sections 302.203, 304.105, and 304.106 of the Board Water Pollution Regulations, 35 Ill. Adm. Code 302.203, 304.105, and 304.106. The Plaintiff also alleges that the Defendant, by causing or allowing the deposit of liquid asphalt on the ground so as to cause or tend to cause water pollution in Illinois, had violated and continues to violate Section 12(d) of the Act, 415 ILCS 5/12(d) (2024). Finally, the Plaintiff alleges that Defendant is liable for damages and costs associated with the Release pursuant to Section 25c-1(d) of the Act, 415 ILCS 5/25c-1(d) (2024), and Section 10(d) of the Oil Spill Responders Liability Act, 740 ILCS 113/10(d) (2024).

II. GENERAL PROVISIONS

1. This Agreed Order is not a final resolution of the merits of the Plaintiff’s Complaint, but rather addresses the Plaintiff’s most immediate concerns regarding the Defendant’s release of

liquid asphalt into the waters of the State alleged in the Complaint.

2. By entering into this Agreed Order and complying with its terms, the Defendant does not affirmatively admit the allegations of violation within the Complaint and referenced above, and this Agreed Order and compliance therewith shall not be interpreted as including such admission, and is not authorized for use in any other private or governmental litigation proceeding.

3. The Defendant shall not claim that any report or any exhibits or attachments thereto, or any portion thereof, submitted to the Plaintiff or the Illinois Environmental Protection Agency ("Illinois EPA") pursuant to and following issuance of this Agreed Order are subject to attorney-client privilege or constitute attorney work product.

4. This Agreed Order shall apply to and bind the parties hereto.

III. PRELIMINARY INJUNCTIVE RELIEF

1. For the purposes of this Agreed Order, unless defined herein, all capitalized terms used herein shall have the meaning ascribed to them in the Shoreline Cleanup Assessment Technique ("SCAT") Plan dated July 24, 2025 ("SCAT Plan"), attached hereto as Exhibit A.

2. Section 2.3 of the SCAT Plan identifies three (3) operational phases: "Phase 1" included three consecutive SCAT team evaluations completed with a minimum of two days of spacing between the evaluations and was completed November 2025; "Phase 2" includes SCAT team re-evaluations conducted on a monthly basis for two months; and "Phase 3" includes bi-monthly surveys for an additional eight months.

3. Defendant shall complete Phase 2 and Phase 3 compliance activities pursuant to the SCAT Plan, *see* Exhibit A, approved by USEPA, as required by the Administrative Order on Consent for Removal Actions, Docket No. CWA-1321-5-25-001f.

4. Defendant shall obtain written approval from Illinois EPA prior to commencing

Phases 2 and 3 of the SCAT Plan and prior to termination of Phases 2 and 3 of the SCAT Plan. The written request for Illinois EPA's approvals should be sent to the persons listed in Section IV of this Agreed Order.

5. Within five (5) days of entry of this Agreed Order, Defendant shall seek in writing approval from Illinois EPA to commence Phase 2 of the SCAT Plan.

6. Within fifteen (15) days of Illinois EPA's approval of Defendant's request to commence Phase 2 of the SCAT Plan, or according to such other timeline as is agreed by the parties, after receiving written approval from Illinois EPA, Defendant shall commence implementation of Phase 2 monitoring pursuant to Sections 2.2 through 2.8 of the SCAT Plan, *see* Exhibit A.

7. Within seven (7) days of completing Phase 2 of the SCAT Plan, Defendant shall seek from Illinois EPA written approval to terminate Phase 2 of the SCAT Plan and written approval to commence Phase 3 of the SCAT Plan. The written request for Illinois EPA approval shall be sent to the persons listed in Section IV of this Agreed Order via electronic mail.

8. Within seven (7) days of receiving written approval from Illinois EPA to implement Phase 3 of the SCAT Plan, Defendant shall commence implementation of Phase 3 monitoring pursuant to the SCAT Plan or according to such other timeline as is agreed by the parties in writing.

9. While implementing Phases 2 and 3 of the SCAT Plan, Defendant shall remediate "Product," at that term is defined in Section 1.2 of the SCAT Plan, *see* Exhibit A, found in the Canal or along its shoreline, according to the procedures outlined in Sections 2.2 through 2.8 of the SCAT Plan, *see* Exhibit A.

10. Within seven (7) days of the completion of each SCAT monitoring survey, as defined in Section 2.3 of the SCAT Plan, *see* Exhibit A, Defendant shall provide Illinois EPA with

a written summary report of the SCAT monitoring survey. The written summary report shall contain the dates on which monitoring was conducted, a description of the weather conditions on those dates, observations made while conducting monitoring, and the amount of Product or related material generated during response activity.

11. Defendant shall dispose of all Product or related material generated from response activities conducted pursuant to this Agreed Order in compliance with all applicable Federal and State laws.

12. Within seven (7) days of receiving receipts or other documentation related to disposal of any Product or related material generated from response activities conducted pursuant to this Agreed Order, Defendant shall provide to Plaintiff and Illinois EPA those receipts or other documentation.

13. Within sixty (60) days of entry of this Agreed Order, Defendant shall submit to Plaintiff and Illinois EPA a summary report describing the steps Defendant has taken to prevent future asphalt discharge events.

14. Approval of Plans, Reports and Submittals:

a. Upon Illinois EPA's approval of any submittal, Defendant shall implement the approved submittal pursuant to the Illinois EPA-approved schedule.

b. If Illinois EPA approves with conditions or disapproves of any report or other submittal or any revisions thereto, Defendant shall, within five (5) days after receiving written notice of such approval with conditions or disapproval, submit a proposal that addresses Illinois EPA's conditions or reasons for disapproval.

c. This process shall continue until Illinois EPA approves the document or either party invokes the Dispute Resolution provision in Section IX of this Agreed Order

as to that document.

IV. NOTICES

All submittals and correspondence relating to the requirements of this Agreed Order shall be directed to the following persons:

For the Plaintiff:

Taylor Desgrosseilliers
Roger Johnson
Assistant Attorneys General
Illinois Attorney General's Office
Environmental Bureau North
115 S. LaSalle St., 23rd Floor
Chicago, Illinois 60603
(773) 505-5288
(312) 814-3144
t.desgrosseilliers@ilag.gov
roger.johnson@ilag.gov
(By electronic mail)

Christine Zeivel
Division of Legal Counsel
Illinois Environmental Protection Agency
2520 West Iles Avenue
Springfield, Illinois 62794
(217) 524-1628
christine.zeivel@Illinois.gov
(By electronic mail)

Tony Falconio
Office of Emergency Response
Bureau of Safety and Sustainability
Illinois Environmental Protection Agency
1101 Eastport Plaza Dr.
Collinsville, IL 62234
(217) 900-0492
Tony.Falconio@illinois.gov
(By electronic mail)

Nathan Dugener
Office of Emergency Response
Bureau of Safety and Sustainability
Illinois Environmental Protection Agency

9511 West Harrison Street
Des Plaines, Illinois 60016
(847) 294-4048
Nathan.Dugener@illinois.gov
(By electronic mail)

For the Defendant:

Margaret Anne Hill
Blank Rome
130 North 18th Street
Philadelphia, PA 19103
(215) 569-5331
Margaret.Hill@blankrome.com
(By electronic mail)

Petroleum Fuel & Terminal Company
Attn: JQ Affleck, President
8235 Forsyth Boulevard, Suite 900
St. Louis, Missouri 63105
(314) 854-8520
jqaffleck@worldpointterminals.com
legal@apexoil.com
(By electronic mail)

V. ILLINOIS EPA'S COSTS

1. Pursuant to Section 10 of the Oil Spill Responders Liability Act, 740 ILCS 113/10 (2024), and Section 25c-1(d) of the Act, 415 ILCS 5/25c-1(d) (2024), the Defendant shall reimburse Illinois EPA for all reasonable past and future response, oversight, and review costs incurred by Illinois EPA relating to the Release from the initial date of the Release through completion of the requirements of this Agreed Order ("Costs"). Costs shall include, but are not limited to, (i) direct program costs, (ii) allocated program costs, and (iii) indirect costs:

- i) Direct costs shall include, but are not limited to, all related payroll costs for all applicable organizational units, outside contractor/consultants' fees, travel costs, and costs associated with photographs, maps, and laboratory services.

- ii) Allocated program costs represent program costs that are related to overall program operations, including but not limited to fiscal services, bill preparation and clerical duties; Illinois EPA Division of Legal Counsel program meetings and regulatory preparation and implementation, and Office of Emergency Response, Bureau of Water, and Toxicity Assessment Unit staff program meetings and management oversight.
- iii) Indirect costs are those costs incurred by Illinois EPA in day-to-day operation, including but not limited to the operation and maintenance of buildings, utilities, and administrative costs.

2. Illinois EPA will issue invoices with supporting documentation for Costs. Within forty-five (45) calendar days of receipt of each invoice, Defendant shall pay the Costs detailed therein by means of a check payable to Illinois EPA for deposit into the Hazardous Waste Fund, unless such costs are subject to the dispute resolution procedures set forth in Section IX of this Agreed Order. The Plaintiff reserves the right to pursue recovery of any other costs of investigation in pursuit of this matter.

3. The dispute resolution procedures set forth in Section IX of this Agreed Order shall be the exclusive mechanism for resolving disputes regarding the Defendant's obligation to reimburse Illinois EPA for its Costs.

VI. DUTY TO COOPERATE

The Plaintiff and the Defendant shall cooperate with each other in the implementation of this Agreed Order.

VII. COMPLIANCE WITH OTHER LAWS AND REGULATIONS

This Agreed Order in no way affects the responsibilities of the Defendant to comply with

any other federal, state or local laws or regulations, including but not limited to the Act, 415 ILCS 5/1 *et seq.* (2024), and the Board Regulations, 35 Ill. Adm. Code Part 101 *et seq.*

VIII. STIPULATED PENALTIES

1. If the Defendant fails to complete any activity or fails to comply with any response or reporting requirement by the date specified in this Agreed Order, the Defendant shall provide notice to the Plaintiff of each failure to comply with this Agreed Order and shall pay stipulated penalties in the amount of \$500.00 per day per violation for up to the first fifteen (15) days of violation, \$700.00 per day per violation for the next fifteen (15) days of violation, and \$1,000.00 per day per violation thereafter until such time that compliance is achieved, unless good cause is provided by the Defendant in writing and accepted by the Plaintiff. Good cause may include *force majeure* events as described in Section X of this Agreed Order. The Plaintiff may make a demand for stipulated penalties upon the Defendant for its noncompliance with this Agreed Order. However, failure by the Plaintiff to make this demand shall not relieve the Defendant of the obligation to pay stipulated penalties. All stipulated penalties shall be payable within thirty (30) calendar days of the date the Defendant knows or should have known of its noncompliance with any provision of this Agreed Order.

2. Pursuant to Section 42(g) of the Act, 415 ILCS 5/42(g) (2024), interest shall accrue on any penalty amount owed by the Defendant not paid within the time prescribed herein. Interest on unpaid penalties shall begin to accrue from the date such are due and continue to accrue to the date full payment is received. Where partial payment is made on any penalty amount that is due, such partial payment shall be first applied to any interest on unpaid penalties then owing.

3. The stipulated penalties shall be enforceable by the Plaintiff and shall be in addition to, and shall not preclude the use of, any other remedies or sanctions arising from the failure to

comply with this Agreed Order.

4. All stipulated penalty and interest payments shall be made by certified check, cashier's check or money order payable to Illinois EPA for deposit into the Environmental Protection Trust Fund. Payments shall be sent by first class mail and delivered to:

Illinois Environmental Protection Agency
Fiscal Services
2520 West Iles Avenue
P.O. Box 19276
Springfield, Illinois 62794

The case name and case number shall appear on the face of the certified check, cashier's check or money order. A copy of the certified check, cashier's check or money order and any transmittal letter shall be sent to:

Taylor Desgrosseilliers
Roger Johnson
Assistant Attorneys General
Illinois Attorney General's Office
Environmental Bureau North
115 S. LaSalle St., 23rd Floor
Chicago, Illinois 60603

IX. DISPUTE RESOLUTION

The parties shall use their best efforts to resolve any and all disputes or differences of opinion arising with regard to this Agreed Order, informally and in good faith, within seven (7) days of a party providing notice to the other parties of such a dispute. If, however, a dispute arises concerning this Agreed Order that the parties are unable to resolve informally, any party to this Agreed Order may, by written motion, within three (3) days of conclusion of the informal resolution efforts, request that an evidentiary hearing be held before the Circuit Court of Cook County, Illinois, to resolve the dispute between the parties.

X. FORCE MAJEURE

1. The Defendant may declare *force majeure* in appropriate circumstances as follows:
 - a. A *force majeure* event is an event arising solely beyond the control of the Defendant, which prevents the timely performance of any of the requirements of this Agreed Order. For the purposes of this Agreed Order, *force majeure* shall include, but is not limited to, events such as floods, fires, tornadoes, other natural disasters, labor disputes beyond the reasonable control of the Defendant, or prohibitions imposed by any court having jurisdiction over the Defendant.
 - b. When, in the opinion of the Defendant, a *force majeure* event occurs which causes or may cause a delay in the performance of any of the requirements of this Agreed Order, the Defendant shall orally notify Nathan Dugener (847) 294-4048) within forty-eight (48) hours of the occurrence. Written notice shall be given to the Plaintiff as identified in Section IV of the Agreed Order as soon as practicable, but no later than ten (10) business days after the claimed occurrence.
 - c. Failure by the Defendant to comply with the notice requirements of the preceding paragraph shall render this *force majeure* provision voidable by the Plaintiff as to the specific event for which the Defendant has failed to comply with the notice requirement. If voided, this section shall be of no effect as to the particular event involved.
 - d. An increase in costs associated with implementing any requirement of this Agreed Order shall not, by itself, excuse the Defendant under the provisions of this Agreed Order from a failure to comply with such a requirement.

XI. RIGHT OF ENTRY

In addition to any other authority, Illinois EPA, its employees and representatives, and the

Attorney General, his employees and representatives, shall have the right of entry into and upon the Facility which is the subject of this Agreed Order, at all reasonable times for the purpose of conducting inspections and evaluating compliance status. In conducting such inspections, Illinois EPA, its employees and representatives, and the Attorney General, his employees and representatives, may take photographs, samples, and collect information, as they deem necessary.

XII. EXTENSIONS AND MODIFICATIONS

The parties may, by mutual consent, extend any compliance dates or modify the terms of this Agreed Order without leave of court. Any such agreed modification shall be in writing, signed by authorized representatives of each party and incorporated into this Agreed Order by reference. Any request for modification shall be made by the Defendant in writing and shall be independent of any other submittal made pursuant to this Agreed Order. Moreover, notice of a request for any proposed modification shall be provided to the Plaintiff's representatives listed in Section IV of this Agreed Order.

XIII. RESERVATION OF RIGHTS

Nothing contained herein shall be deemed an admission of any wrongful conduct or violation of any applicable statute, law or regulations thereunder by the Defendant, nor a finding of fact or adjudication by this Court of any of the facts or claims contained in the Complaint. The Plaintiff reserves the right to seek additional technical relief and civil penalties in this matter.

XIV. RETENTION OF JURISDICTION

This Court shall retain jurisdiction of this matter and shall consider any motion by the Plaintiff or the Defendant for the purposes of interpreting and enforcing the terms and conditions of this Agreed Order.

XV. BINDING ON SUCCESSORS, ASSIGNS AND FUTURE OWNERS/OPERATORS

This Agreed Order shall be binding upon the Defendant, its successors, assigns and future owners and/or operators of the Facility.

XVI. SIGNATURE

This Agreed Order may be signed in counterparts, all of which shall be considered one agreement.

WHEREFORE, the parties, by their representatives, enter into this Agreed Preliminary Injunction Order and submit it to this Court that it may be approved and entered.

AGREED:

FOR THE PLAINTIFF:

PEOPLE OF THE STATE OF ILLINOIS
ex rel. KWAME RAOUL, Attorney General
of the State of Illinois

MATTHEW J. DUNN, Chief
Environmental Enforcement/
Asbestos Litigation Division

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

JAMES JENNINGS, Acting Director
Illinois Environmental Protection Agency

BY: 

S
Environmental Bureau
Assistant Attorney General

BY: 

ANDREW ARMSTRONG
Chief Legal Counsel

DATE: 3/31/26

DATE: 3/31/26

FOR THE DEFENDANT:

PETROLEUM FUEL AND TERMINAL
COMPANY

BY: 

J. O. Affleck, President

DATE: 3/27/26

ENTERED:


JUDGE

DATE: 4-26