

FILED

APR 29 2025

Joseph B. Raoul 29
Clerk of the
Circuit Court

**IN THE CIRCUIT COURT FOR THE SEVENTH JUDICIAL CIRCUIT
SANGAMON COUNTY, ILLINOIS**

PEOPLE OF THE STATE OF ILLINOIS,	)	
<i>ex rel.</i> KWAME RAOUL, Attorney General	)	
of the State of Illinois,	)	
	)	
Plaintiff,	)	
	)	
v.	)	No. 25CH23
	)	
	)	
WABASH CROSSING GROUP, LLC,	)	
an Illinois limited liability company	)	
	)	
Defendant.	)	

AGREED INTERIM ORDER

Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* Kwame Raoul, Attorney General of the State of Illinois and WABASH CROSSING GROUP, LLC, an Illinois limited liability company ("Parties to the Agreed Order"), having agreed to the following Agreed Interim Order ("Agreed Order") and submit it to this Court for approval.

I. BACKGROUND

1. Plaintiff incorporates by reference herein the allegations in its Verified Complaint for Injunctive and Other Relief filed on April 21, 2025 ("Verified Complaint").

2. Plaintiff alleges that the Defendant has improperly removed, handled, and disposed of regulated asbestos-containing material ("RACM") on or about April 18, 2023, and on dates better known to the Defendant at the Bally Vaughn Apartments, located at 1301 West Washington Street, Springfield, Illinois parcel number 14-29.0-482-003 with the common

address of 1317 West Washington Street in Springfield, Sangamon County, Illinois 62702 (the "Site").

3. The Site is located in an area of Environmental Justice ("EJ") concern as identified using Illinois EPA EJ Start.

II. GENERAL PROVISIONS

1. This Agreed Order is not a final resolution on the merits of Plaintiff's Complaint, but rather addresses Plaintiff's most immediate concerns regarding the allegations set forth in the Complaint.

2. By entering into this Agreed Order and complying with its terms, Defendant WABASH CROSSING GROUP, LLC does not admit the allegations of violations in the Complaint, and this Agreed Order and compliance shall not be interpreted as any such admission.

III. IMMEDIATE INJUNCTIVE RELIEF

1. Effective immediately upon entry of this Agreed Order, Defendant WABASH CROSSING GROUP, LLC shall:

- a. Cease and desist from any and all activities at the Site, including but not limited to, all renovation, and removal, handling and disposal of asbestos-containing material ("ACM") or suspect ACM;
- b. Refrain from removing from the Site, or accepting or moving into the Site, any equipment, tools, materials, or other items without prior written approval from Illinois EPA;
- c. Perform all future demolition and renovation activities in compliance with the Asbestos NESHAP and all other State and federal rules and regulations regarding ACM including but not limited to the National Emission Standards for Hazardous Air Pollutants (NESHAP) 40 CFR 61, Subpart M, National Emission Standard for Asbestos;
- d. Immediately secure the Site, including all apartment buildings in the Site and all dumpsters and other exterior areas with suspect ACM, fence the entire Site, and prohibit entry of any person except for Illinois-licensed asbestos professionals;

- e. Immediately submit a complete and accurate "State of Illinois Notification of Demolition/Renovation Asbestos Form" to Illinois EPA;
- f. Immediately submit a \$300 late fee to Illinois EPA per Section 9.13(b) of the Act; and
- g. Hire an Illinois-licensed asbestos professional to implement measures to adequately wet, keep wet, contain, and seal all debris at the Site, including debris in the dumpsters;
- h. Within 45 days after the date of entry of this Agreed Order, hire an Illinois-licensed asbestos professional to perform a complete asbestos inspection of the Site, including all remaining building materials present as well as a full-depth inspection of all debris piles present and the affected areas surrounding the outside of the Site and the residential house including the interior and exterior of the property with the address of 1409 West Washington Street, Springfield, Illinois. If a complete inspection of the Site and all associated debris is not possible, then any uninspected material from the site must be assumed to be friable asbestos-containing waste materials ("ACWM") and must be handled in compliance with Asbestos NESHAP;
- i. Within 45 days after the date of entry of this Agreed Order, submit a project design workplan to Illinois EPA for approval that includes retaining Illinois licensed asbestos professionals and outlines work practices and procedures for:
 - i. properly handling, removing, cleaning, decontaminating, and disposing of all ACWM. The workplan must account for cleaning and decontamination of the affected areas and their shared air space;
 - ii. the affected spaces must include but are not limited to: the interior areas of each apartment building in the complex, the interiors of each apartment unit, the dumpsters, the grassed areas including the soil within and outside the fence around the Site, the residential house with the address of 1409 West Washington Street, Springfield, Illinois and all other areas determined during the asbestos inspection to be contaminated;
 - iii. if no disturbance of RACM is observed at the residential house with the address of 1409 West Washington Street, Springfield, then extensive surface testing must be conducted throughout the residence followed by air clearances to determine that the space is safe to reoccupy;
 - iv. materials that cannot be cleaned (soft and/or porous surfaces) must be disposed of as ACWM; and

- v. should Plaintiff disapprove of any remediation plan submitted under this Agreed Order, Defendant shall, within seven (7) days of receiving written notice of disapproval, submit to Plaintiff for review and approval a revised remediation plan that corrects all deficiencies identified by Plaintiff in its notice of disapproval.
- j. Within 30 days of Illinois EPA approval of the project design workplan, Defendant shall begin remediation as prescribed in the project design work plan.

IV. NOTICES

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

FOR PLAINTIFF

Kevin D. Barnai
Mallory Meade
Assistant Attorneys General
Environmental Bureau
500 South Second Street
Springfield, Illinois 62706
Kevin.Barnai@ilag.gov
Mallory.Meade@ilag.gov

Kate VonDeBur, Assistant Counsel
Maureen Wozniak, Deputy General Counsel
Division of Legal Counsel
Illinois Environmental Protection Agency
2520 W. Iles Ave.
P.O. Box 19276
Springfield, IL 62794-9276

Peter Brusky
Field Operation Section – Asbestos Unit
Illinois Environmental Protection Agency
2520 W. Iles Ave.
P.O. Box 19276
Springfield, IL 62794-9276

WABASH CROSSING GROUP, LLC
Connor Shields

c/o Incorp Services, Registered Agent
901 South 2nd Street Suite 201
Springfield, IL 62704-7909

V. 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.* (2022), the Board's Regulations, 35 Ill. Adm. Code Part 101 *et seq.*, and the Asbestos NESHAP and all other State and federal rules and regulations regarding ACM.

VI. STIPULATED PENALTIES

1. If Defendant WABASH CROSSING GROUP, LLC fails to comply with any of the requirements of this Agreed Order without an agreed modification pursuant to Section X, Defendant WABASH CROSSING GROUP, LLC shall provide notice to Plaintiff of each failure to comply with this Agreed Order and shall pay stipulated penalties in the amount of \$400.00 per day per violation for up to the first fifteen (15) days of violation, \$500.00 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. Plaintiff may make a demand for stipulated penalties upon the Defendant for its noncompliance with this Agreed Order. However, failure by 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 Defendant knows or should have known of their noncompliance with any provisions of this Agreed Order.

2. Pursuant to Section 42(g) of the Act, interest shall accrue on any penalty amount owed by 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 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 penalties and interest payments shall be made by certified check, cashier's check or money order payable to the Illinois EPA for deposit into the Environmental Protection Trust Fund ("EPTF"). Payments shall be sent by first class mail and delivered to:

Illinois Environmental Protection Agency
Fiscal Services Division
2520 W. Iles Ave.
P.O. Box 19276
Springfield, IL 62794-9276

The case name and 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:

Kevin D. Barnai
Mallory Meade
Assistant Attorneys General
Environmental Bureau
500 South Second Street
Springfield, Illinois 62706
Kevin.Barnai@ilag.gov
Mallory.Meade@ilag.gov

5. Stipulated penalties shall be in addition to, and not a substitute for, any other remedy or sanction available to Plaintiff.

VII. DISPUTE RESOLUTION

1. Except as provided herein, the Parties to the Agreed Order may seek to informally resolve disputes arising under this Agreed Order, including but not limited to the Illinois EPA's decision regarding appropriate or necessary response activity, approval or denial of any report,

plan or remediation objective, or the Plaintiff's rejection of a request for modification or termination of the Agreed Order. The Plaintiff reserves the right to seek enforcement by the Court where the Defendant has failed to satisfy any compliance deadline within this Agreed Order. The following are also not subject to the dispute resolution procedures provided by this section: a claim of *force majeure*, a failure to make any required payment and any circumstances posing a substantial danger to the environment or to the public health or welfare of persons.

2. The dispute resolution procedure must be invoked by a party through a written notice describing the nature of the dispute and the party's position with regard to such dispute. The other party shall acknowledge receipt of the notice and schedule a meeting to discuss the dispute informally not later than fourteen (14) calendar days from the receipt of such notice. These informal negotiations shall be concluded within thirty (30) calendar days from the date of the first meeting between the parties, unless the parties agree, in writing, to shorten or extend this period. The invocation of dispute resolution, in and of itself, shall not excuse compliance with any requirement, obligation or deadline contained herein, and stipulated penalties may be assessed for failure or noncompliance during the period of dispute resolution. As part of the resolution of any dispute, the Parties to the Agreed Order, by agreement or by order of this Court, may extend or modify the schedule for completion of work under this Agreed Order to account for the delay in the work that occurred as a result of dispute resolution.

3. In the event that the parties are unable to reach agreement during the informal negotiation period, the Plaintiff shall provide the Defendant with a written summary of its position regarding the dispute. The position advanced by the Plaintiff shall be considered binding unless, within twenty (20) calendar days of the Defendant's receipt of the written summary of the Plaintiff's position, the Defendant files a petition with this Court seeking judicial resolution of the

dispute. The Plaintiff shall respond to the petition by filing the administrative record of the dispute and any argument responsive to the petition within twenty (20) calendar days of service of Defendant's petition. The administrative record of the dispute shall include the written notice of the dispute, any responsive submittals, the Plaintiff's written summary of its position, the Defendant's petition before the Court and the Plaintiff's response to the petition. The Plaintiff's position shall be affirmed unless, based upon the administrative record, it is against the manifest weight of the evidence.

VIII. FORCE MAJEURE

1. *Force majeure* 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 and shall include, but is not limited to, events such as floods, fires, tornadoes, other natural disasters, and labor disputes beyond the reasonable control of the Defendant. An increase in costs associated with implementing any requirement of this Agreed Order shall not, by itself, excuse the Defendant for a failure to comply with such a requirement.

2. When 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 the Illinois EPA (Yasmine Keppner-Bauman, 217-558-0798) within forty-eight (48) hours of the occurrence. Written notice shall be given to the Plaintiff's representatives as listed in Section IV of this Agreed Order as soon as practicable, but no later than ten (10) calendar days after the claimed occurrence. This section shall be of no effect as to the particular event involved if the Defendant fails to comply with these notice requirements.

3. Within ten (10) calendar days of receipt of any written *force majeure* notice, the Plaintiff shall respond in writing regarding the Defendant's claim of a delay or impediment to

performance. If the Plaintiff agrees that the delay or impediment to performance has been or will be caused by circumstances beyond the control of the Defendant and that the Defendant could not have prevented the delay by the exercise of due diligence, the parties shall stipulate to an extension of the required deadline(s) for all requirement(s) affected by the delay, by a period equivalent to the delay actually caused by such circumstances. Such stipulation may be filed as a modification to this Agreed Order. The Defendant shall not be liable for stipulated penalties for the period of any such stipulated extension.

4. If the Plaintiff does not accept the Defendant's claim of a *force majeure* event, the Defendant must file a petition with the Court within twenty (20) calendar days of receipt of the Plaintiff's determination in order to contest the imposition of stipulated penalties. The Plaintiff shall have twenty (20) calendar days to file its response to said petition. The burden of proof of establishing that a *force majeure* event prevented the timely performance shall be upon the Defendant. If this Court determines that the delay or impediment to performance has been or will be caused by circumstances solely beyond the control of the Defendant and that the Defendant could not have prevented the delay by the exercise of due diligence, the Defendant shall be excused as to that event (including any imposition of stipulated penalties), for all requirements affected by the delay, for a period of time equivalent to the delay or such other period as may be determined by this Court.

IX. 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 Site, 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 and samples and collect information, as they deem necessary.

X. ENFORCEMENT AND MODIFICATION

1. This Agreed Order is a binding and enforceable order of this Court. This Court shall retain jurisdiction of this matter and shall consider any motion by any party for the purposes of interpreting and enforcing the terms and conditions of this Agreed Order. The Defendant agrees that notice of any subsequent proceeding to enforce this Agreed Order may be made by mail and waives any requirement of service of process.

2. The Parties to the Agreed Order may, by mutual written consent, extend any compliance dates or modify the terms of this Agreed Order without leave of this Court. A request for any modification shall be made in writing and submitted to the representatives designated in Section IV of this Agreed Order. Any such request shall be made by separate document and shall not be submitted within any other report or submittal required by this Agreed Order. Any such agreed modification shall be in writing and signed by authorized representatives of each party, for filing and incorporation by reference into this Agreed Order.

XI. RESERVATION OF RIGHTS

Nothing contained herein shall be deemed a finding of fact or adjudication by this Court of any of the facts or claims contained in the Complaint. Plaintiff reserves the right to seek additional technical relief and civil penalties in this matter.

XII. STATUS CONFERENCE WITH THE COURT

This matter is set for a status conference on _____, 2025, at _____, without further notice.

XIII. 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 Order and submit it to the Court that it may be approved and entered.

(Signature page to follow)

AGREED:

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

MATTHEW J. DUNN, Chief
Environmental/Asbestos Litigation Division

By: 
Rachel R. Medina, Chief
Environmental Bureau
Assistant Attorney General

DATE: 4-27-25

WABASH CROSSING GROUP, LLC

BY: 

Name: Walter Behrmann

Title: Manager, Wabash Crossing Group LLC

DATE: 4.23.24

ENTERED:


JUDGE

Date: 4/29/25