

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

and

Plaintiff-Intervenors,

V.

Defendant.

Case No. 18-CH-06

Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* KWAME RAOUL, Attorney General of the State of Illinois, the ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (“Illinois EPA”), Plaintiff-Intervenors, SIERRA CLUB and PRAIRIE RIVERS NETWORK, and Defendant, PACIFIC ETHANOL PEKIN, LLC, n/k/a ALTO PEKIN, LLC (collectively “Parties to the Consent Order”), have agreed to the making of this Consent Order and submit it to this Court for approval.

I. INTRODUCTION

This stipulation of facts is made and agreed upon for purposes of settlement only and as a factual basis for the Court's entry of the Consent Order and issuance of any injunctive relief. None of the facts stipulated herein shall be introduced into evidence in any other proceeding regarding the violations of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/1 *et seq.* (2024), and the Illinois Pollution Control Board ("Board") regulations, alleged in the Complaint except as otherwise provided herein. It is the intent of the Parties to the Consent Order that it be a final judgment on the merits of this matter.

A. Parties

1. On January 8, 2018, a Complaint was filed on behalf of the People of the State of Illinois by Lisa Madigan, Attorney General of the State of Illinois, on her own motion and upon the request of Illinois EPA, pursuant to Section 42(d) and (e) of the Act, 415 ILCS 5/42(d) and (e) (2024), against the Defendant.

2. Illinois EPA is an administrative agency of the State of Illinois, created pursuant to Section 4 of the Act, 415 ILCS 5/4 (2024).

3. On June 20, 2019, as granted by the Circuit Court's order dated July 2, 2019, Plaintiff-Intervenors Sierra Club and Prairie Rivers Network filed a Complaint in Intervention against the Defendant.

4. Sierra Club, a California not-for-profit corporation, is a national environmental organization with approximately 782,000 members nationwide, including approximately 30,000 members in Illinois.

5. Prairie Rivers Network, an Illinois not-for-profit corporation, is a statewide environmental organization with approximately 1,400 members in Illinois.

6. At all times relevant to the Complaint, Defendant Pacific Ethanol Pekin, LLC, now known as Alto Pekin, LLC, was and is a Delaware limited liability company that owned and operated an ethanol refinery located at 1300 South Second Street, Pekin, Tazewell County, Illinois (“Facility”).

B. Allegations of Non-Compliance

Plaintiff contends in its Complaint that the Defendant has violated the following provisions of the Act and Board regulations:

- Count I: Water Pollution
Section 12(a) of the Act, 415 ILCS 5/12(a) (2024);
Section 304.141(a) of the Board’s regulations, 35 Ill. Adm. Code 304.141(a).
- Count II: NPDES Permit Violations
Section 12(f) of the Act, 415 ILCS 5/12(f) (2024);
Section 309.102(a) of the Board’s regulations, 35 Ill. Adm. Code 309.102(a);
NPDES Permit No. IL0001953.

Plaintiff-Intervenors contend in their Complaint in Intervention that the Defendant has violated the following provisions of the Clean Water Act and has incurred liability under common law as follows:

- Count I: Pollutant Discharges in Violation of the Permit and the Clean Water Act
Section 301 of the Clean Water Act, 33 U.S.C. § 1311;
NPDES Permit No. IL0001953.
- Count II: Public Nuisance

C. Non-Admission of Violations

The Defendant neither admits nor denies the violations alleged in the Complaint and in the Complaint in Intervention filed in this matter and referenced above.

D. Compliance Activities to Date

On August 27, 2024, Illinois EPA reissued NPDES Permit No. IL0001953 to Defendant with an effective date of October 1, 2024. The renewed NPDES permit includes a condition formally defining the area and volume within which mixing is allowed for thermal discharges in accord with Section 302.102 of the Board's regulations, 35 Ill. Adm. Code 302.102.

II. APPLICABILITY

This Consent Order shall apply to and be binding upon the Parties to the Consent Order. The Defendant waives as a defense to any enforcement action taken pursuant to this Consent Order the failure of any of its officers, directors, agents, employees or successors or assigns to take such action as shall be required to comply with the provisions of this Consent Order. This Consent Order may be used against the Defendant in any subsequent enforcement action or permit proceeding as proof of a past adjudication of violation of the Act and the Board Regulations for all violations alleged in the Complaint in this matter, for purposes of Sections 39 and 42 of the Act, 415 ILCS 5/39 and 42 (2024).

This Consent Order is a final order that supersedes previous orders entered in this cause, including but not limited to the Agreed Interim Order entered on August 20, 2018.

III. JUDGMENT ORDER

This Court has jurisdiction of the subject matter herein and of the Parties to the Consent Order and, having considered the stipulated facts and being advised in the premises, finds the following relief appropriate:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

A. Civil Penalty

The Defendant shall pay a civil penalty of Seventy-Five Thousand Dollars (\$75,000.00). Payment shall be tendered within thirty (30) days of entry of the Consent Order. Payment shall be tendered pursuant to Section III.C.

B. Interest

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.

C. Payment Procedures

1. All payments required by Section III.A this Consent Order shall be made by certified check or money order payable to 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
2520 W. Iles Ave.
P.O. Box 19276
Springfield, IL 62794-9276

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

Kevin D. Bonin
Assistant Attorney General
Environmental Bureau
Illinois Attorney General’s Office
500 South Second Street
Springfield, Illinois 62701

D. Future Compliance

1. The Defendant shall comply with the terms and conditions of NPDES Permit No. IL0001953.

2. Illinois EPA, its employees and representatives, and the Attorney General, his employees and representatives, shall have the right of entry into and upon the Defendant's Facility which is the subject of this Consent Order, at all reasonable times for the purposes 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.

3. This Consent 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 and the Board Regulations.

4. The Defendant shall cease and desist from future violations of the Act and Board Regulations that were the subject matter of the Complaint.

E. Supplemental Environmental Project

1. In order to promote the goals of the Act to restore, protect, and enhance the quality of the environment, the Defendant shall fund the following supplemental environmental project ("SEP"). The settlement value of the SEP is One Hundred and Twenty-Five Thousand dollars (\$125,000.00) and will offset penalties sought by the Plaintiff in this matter. The Parties to the Consent Order agree that this SEP shall consist of the following: funding the replacement of a water control structure at the Emiquon National Wildlife Refuge, as described in Exhibit A to this Consent Order.

The Defendant shall provide \$125,000 in funding to Ducks Unlimited, who, under the guidance of the U.S. Fish and Wildlife Service, shall replace a water control structure at the Wilder Tract of the Emiquon National Wildlife Refuge, allowing water management on approximately 320 acres of wetlands. Project specifications and cost estimates are provided within Exhibit A.

The Defendant shall ensure that the SEP is completed no later than November 30, 2027, and, within sixty (60) days thereafter, shall submit a project completion report, including a summary of all expenditures, to the contact persons identified below for review and confirmation that the SEP was performed pursuant to this Consent Order:

Kevin D. Bonin
Assistant Attorney General
Environmental Bureau
Illinois Attorney General's Office
500 South Second Street
Springfield, Illinois 62706

Michael Roubitchek
Deputy General Counsel, Division of Legal Counsel
Illinois Environmental Protection Agency
2520 W. Iles Avenue
P.O. Box 19276
Springfield, Illinois 62794-9276

Robert A. Weinstock
Director, Environmental Advocacy Center
Northwestern Pritzker School of Law
375 E. Chicago Ave.
Chicago, Illinois 60611

The project completion report shall include the following certification by a responsible corporate official of the Defendant:

I certify under penalty of law that the information submitted in or accompanying this notification of final compliance is to the best of my knowledge true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and or imprisonment for knowing violations.

In the event that Defendant's expenditures funding the performance of the SEP are less than the full amount of \$125,000, the Defendant shall pay the difference between the full amount of \$125,000 and the amount Defendant actually expended on funding the performance of the SEP as an additional penalty pursuant to the procedures of Section III.C no later than November 30, 2027.

2. By signature on this Consent Order, the Defendant certifies that, as of the date of entry of this Order, it is not required to perform or develop the foregoing SEP by any federal, state, or local law or regulation, nor is it required to perform or develop the SEP by agreement or injunctive relief in any other case. The Defendant further certifies that it has not received, and is not presently negotiating to receive credit for, the SEP in any other enforcement action.

3. Any public statement, oral or written, in print, film or other media, made by the Defendant making reference to any SEP shall include the following language:

“This project was undertaken in connection with the settlement of an enforcement action taken by the Illinois Attorney General, the Illinois EPA, the Sierra Club, and Prairie Rivers Network for alleged violations of the Illinois Environmental Protection Act and regulations promulgated thereunder.”

F. Release from Liability by Plaintiff

In consideration of the Defendant's payment of a \$75,000 penalty, its commitment to comply with NPDES Permit No. IL0001953 as contained in Section III.D.1 above, its commitment to cease and desist as contained in Section III.D.4 above, and its performance of the SEP as contained in Section III.E above, the Plaintiff releases, waives, and discharges the Defendant from any further liability or penalties for the violations of the Act and Board regulations that were the subject matter of the Complaint herein. The release set forth above does not extend to any matters other than those expressly specified in Plaintiff's Complaint filed on January 8, 2018. The Plaintiff

reserves, and this Consent Order is without prejudice to, all rights of the State of Illinois against the Defendant with respect to all other matters, including but not limited to the following:

- a. criminal liability;
- b. liability for future violations;
- c. liability for natural resources damage arising out of the alleged violations; and
- d. the Defendant's failure to satisfy the requirements of this Consent Order.

Nothing in this Consent Order is intended as a waiver, discharge, release, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the State of Illinois may have against any person, as defined by Section 3.315 of the Act, 415 ILCS 5/3.315 (2024), other than the Defendant.

G. Release from Liability by Plaintiff-Intervenors

In consideration of the Defendant's payment of a \$75,000 penalty, its commitment to cease and desist as contained in Section III.D.4 above, and its performance of the SEP as contained in Section III.E above, Plaintiff-Intervenors release, waive, and discharge the Defendant from any further liability or penalties for the violations of the Clean Water Act and theories of common law liability that were the subject matter of the Complaint in Intervention herein. The release set forth above does not extend to any matters other than those expressly specified in Plaintiff-Intervenors' Complaint in Intervention filed on June 20, 2019.

H. Notice and Public Comment

After this Consent Order is signed by all the Parties to the Consent Order but prior to entry by the Court, it shall be posted on Illinois EPA's website for a period of not less than thirty (30) days for public notice and comment. The Plaintiff reserves the right to withdraw or withhold its consent prior to entry by the Court if the comments regarding the Consent Order disclose facts or

considerations which indicate that the Consent Order is inappropriate, improper, or inadequate. The Defendant consents to the entry of this Consent Order and agrees not to withdraw from or oppose the entry of this Consent Order or to challenge any provision of the Consent Order unless the Plaintiff has notified the Defendant in writing that it withdraws or withholds its consent for the Consent Order. In the event the Plaintiff notifies the Defendant that it withdraws or withholds its consent for the Consent Order, then the terms of the agreement may not be used as evidence in any litigation between those entities.

I. Execution and Entry of Consent Order

This Order shall become effective only when executed by all Parties to the Consent Order and the Court. This Order may be executed by the parties in one or more counterparts, all of which taken together shall constitute one and the same instrument. The undersigned representatives for each party certify that they are fully authorized by the party whom they represent to enter into the terms and conditions of this Consent Order and to legally bind them to it.

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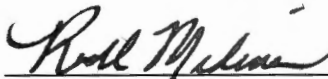
WHEREFORE, the parties, by their representatives, enter into this Consent Order and submit it to this Court that it may be approved and entered.

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

BY: 
RACHEL MEDINA, Chief
Environmental Bureau
Assistant Attorney General

DATE: 6/24/2026

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

JAMES JENNINGS, Director
Illinois Environmental Protection Agency

BY: 
ANDREW ARMSTRONG
Chief Legal Counsel

DATE: 06/16/2026

FOR PLAINTIFF-INTERVENORS:

SIERRA CLUB

BY: 
Illinois Chapter Director
Its: _____
[title of signatory]

DATE: 6/11/26

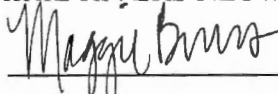
FOR THE DEFENDANT:

PACIFIC ETHANOL PEKIN, LLC,
n/k/a ALTO PEKIN, LLC

BY: _____
Its: _____
[title of signatory]

DATE: _____

PRAIRIE RIVERS NETWORK

BY: 
Its: Executive Director
[title of signatory]

DATE: 5/18/26

ENTERED:


JUDGE
8/13/2026

DATE: _____

WHEREFORE, the parties, by their representatives, enter into this Consent 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, Director
Illinois Environmental Protection Agency

BY: _____
RACHEL MEDINA, Chief
Environmental Bureau
Assistant Attorney General

BY: _____
ANDREW ARMSTRONG
Chief Legal Counsel

DATE: _____

DATE: _____

FOR PLAINTIFF-INTERVENORS:

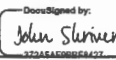
SIERRA CLUB

BY: _____
Its: _____
[title of signatory]

DATE: _____

FOR THE DEFENDANT:

PACIFIC ETHANOL PEKIN, LLC,
n/k/a ALTO PEKIN, LLC

BY: DocuSigned by:

Its: Vice President of Operations - Alto Pekin LLC
[title of signatory]

DATE: 6/3/2026

PRAIRIE RIVERS NETWORK

BY: _____
Its: _____
[title of signatory]

DATE: _____

ENTERED:



JUDGE
8/13/2026

DATE: _____

EXHIBIT A

SUPPLEMENTAL ENVIRONMENTAL PROJECT

Exhibit A

I. Project Description

Ducks Unlimited (DU), with the guidance of the U.S. Fish & Wildlife Service (USFWS), plan to use settlement funds at Emiquon National Wildlife Refuge (NWR) at the Wilder Tract.

Supplement funds will be used to replace a water control structure that will give staff at Emiquon NWR the ability to better mimic natural floodplain function, resulting in the ability to provide habitat for waterfowl and other waterbirds. The replacement of this water control structure will allow water management on 320 acres of wetlands and replicate natural flood pulses and vegetation in the area.

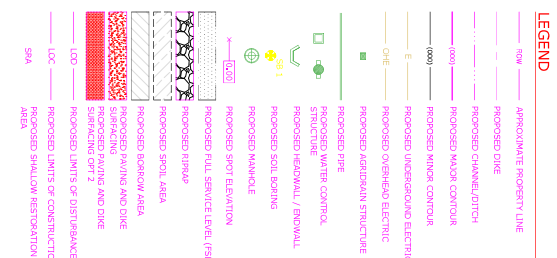
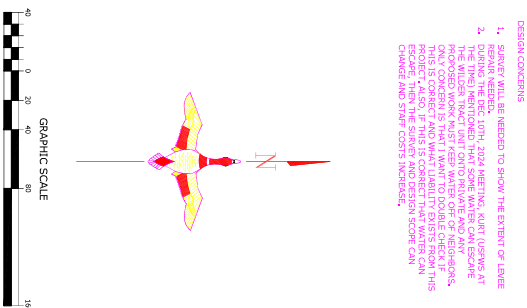
II. Preliminary Design: See attached Proposed Site Plan for “Wilder Tract, Emiquon NWR, Fulton County, IL.”

III. Project Cost Estimate: See attached “Emiquon NWR Wilder Tract One Structure Replacement Cost Estimate.”

IV. Contractor: Ducks Unlimited
506 West State Street, Suite 100
O’Fallon, Illinois 62269

Hunter Mentges, Biologist II
(618) 929-4883
hmentges@ducks.org

EXAMPLE WCS PLAN



NOT FOR CONSTRUCTION

**EMIQUON NWR WILDER TRACT ONE STRUCTURE REPLACEMENT COST EST.
CONSTRUCTION COST ESTIMATE**

Item	Quantity	Unit	Unit Price	Extension
MOBILIZATION	1	LS	\$5,000.00	\$5,000
SITE PREPERATION	1	LS	\$2,000.00	\$2,000
EMBANKMENT CONSTRUCTION	500	CY	\$12.00	\$6,000
LARGE ALUM. FULL ROUND WCS	1	EA	\$54,000.00	\$54,000
DU CLASS IV RIPRAP	90	TN	\$75.00	\$6,750
AGGREGATE SURFACE COURSE	41	TN	\$45.00	\$1,845
REMOVAL OF EXISTING STRUCTURE	1	EA	\$2,500.00	\$2,500
SOIL AND EROSION POLLUTION CONTROL	1	LS	\$3,500.00	\$3,500
SEEDING AND MULCHING	1	LS	\$3,458.00	\$3,458
Construction Cost				\$85,053
10% Contingency				\$8,505
Construction Cost Subtotal				\$93,558

SURVEY, DESIGN, & PROJECT DELIVERY COST ESTIMATE

Preliminary Work & Survey Cost	\$5,806
Design Cost	\$11,900
Project Delivery Cost	\$13,736
Total Staff & Indirect Cost	\$31,441

TOTAL PROJECT COST ESTIMATE	\$125,000
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Office Eng. Staff (OES):	Ryan Conley
Field Eng. Staff (FES):	Bradley Kullmann
Biologist:	Hunter Mentges
Date:	5/7/2025
Project Location:	Emiquon NWR
Project Name:	Wilder Tract
Project Number:	IL-###-###