

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 20-cv-930-DWD
)	
PETROFF TRUCKING COMPANY, INC.,)	
)	
Defendant.)	

CONSENT DECREE

WHEREAS, the Plaintiff, the United States of America, on behalf of the United States Environmental Protection Agency (“EPA”), filed the Complaint herein against Defendant Petroff Trucking Company, Inc., alleging that Defendant violated Section 301(a) of the Clean Water Act (“CWA”), 33 U.S.C. § 1311(a), and Section 308 of the CWA, 33 U.S.C. § 1318¹;

WHEREAS, the Complaint alleges that Defendant violated CWA Section 301(a), 33 U.S.C. § 1311, by discharging dredged or fill material and/or controlling and directing the discharge of dredged or fill material into waters of the United States at a site located at 650 Madison Road, East St. Louis, Illinois (the “Site”) and more fully described in the Complaint, without authorization by the United States Army Corps of Engineers (the “Corps”);

WHEREAS, the Complaint seeks: (1) to enjoin the discharge of pollutants into waters of the United States in violation of CWA Section 301(a), 33 U.S.C. § 1311(a); (2) to require Defendant, at its own expense and at the direction of EPA, to restore and/or mitigate the damages

¹ Based on information obtained in discovery, the United States no longer alleges violations of Section 308 and requests that the Court dismiss this claim.

caused by their unlawful activities; and, (3) to require Defendant to pay civil penalties as provided in CWA Section 309(d), 33 U.S.C. § 1319(d);

WHEREAS, this Consent Decree is intended to constitute a complete and final settlement of the United States' claims under the CWA set forth in the Complaint regarding the Site;

WHEREAS, the United States and Defendant agree that settlement of this case is in the public interest and that entry of this Consent Decree is the most appropriate means of resolving the United States' claims under the CWA against Defendant in this case; and,

WHEREAS, the Court finds that this Consent Decree is a reasonable and fair settlement of the United States' claims against Defendant in this case, and that this Consent Decree adequately protects the public interest in accordance with the CWA and all other applicable federal law.

THEREFORE, before the taking of any testimony upon the pleadings, without further adjudication of any issue of fact or law, and upon consent of the parties hereto by their authorized representatives, it is hereby ORDERED, ADJUDGED and DECREED as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of the claims in the Complaint and over the parties pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 309(b) of the CWA, 33 U.S.C. § 1319(b).

2. Venue is proper in the Southern District of Illinois pursuant to CWA Section 309(b), 33 U.S.C. § 1319(b), and 28 U.S.C. §§ 1391(b) and (c), because the Defendant conducted business in this District, the subject property is located in this District, and the causes of action alleged herein arose in this District.

3. For the purposes of this Consent Decree, including any action to enforce this Decree, the Parties agree, and the Court finds, that the Complaint states claims upon which relief can be granted pursuant to Sections 301, 309 and 404 of the CWA, 33 U.S.C. §§ 1311, 1319 and 1344, and the Court has subject matter jurisdiction over the claims in the Complaint.

II. APPLICABILITY

4. The obligations of this Consent Decree shall apply to and be binding upon the Defendant, Petroff Trucking Company, Inc., its officers, directors, agents, employees and servants, and their successors (if any) and assigns and any person, firm, association or corporation who is, or will be, acting in concert or participation with the Defendant whether or not such person has notice of this Consent Decree. In any action to enforce this Consent Decree against the Defendant, the Defendant shall not raise as a defense the failure of any of its officers, directors, agents, employees, successors or assigns or any person, firm or corporation acting in concert or participation with the Defendant, to take any actions necessary to comply with the provisions hereof.

5. Any transfer of ownership or other interest in any portion of the Site hereto owned or controlled by Defendant or otherwise associated with this Consent Decree, shall not alter or relieve Defendant of its obligations to comply with all of the terms of this Consent Decree.

III. SCOPE OF CONSENT DECREE

6. This Consent Decree shall constitute a complete and final settlement of all civil claims for injunctive relief and civil penalties alleged in the Complaint against the Defendant under CWA Section 301, 33 U.S.C. §1311, concerning the Site. Defendant agrees that the

termination or modification of this Consent Decree shall only occur under the terms herein or with the written agreement of the United States.

7. It is the express purpose of the parties in entering this Consent Decree to further the objectives set forth in CWA Section 101, 33 U.S.C. § 1251. All obligations in this Consent Decree or resulting from the activities required by this Consent Decree shall have the objective of causing Defendant to achieve and maintain full compliance with, and to further the purposes of, the CWA.

8. Except as in accordance with this Consent Decree, Defendant and Defendant's agents, successors and assigns are enjoined from discharging any pollutant into waters of the United States, unless such discharge complies with the provisions of the CWA and its implementing regulations.

9. Pursuant to Nationwide Permit 32, found at 86 Fed. Reg. 73,579 (Dec. 27, 2021), this Consent Decree authorizes the following: dredged or fill material that Defendant placed on the Site before September 1, 2020, and such dredged or fill material may remain in place, subject to the conditions of the Nationwide Permit 32.

10. This Consent Decree is not and shall not be interpreted to be a permit or modification of any existing permit issued pursuant to Sections 402 or 404 of the CWA, 33 U.S.C. §§ 1342 or 1344, or any other law. Nothing in this Consent Decree shall limit the ability of the United States Army Corps of Engineers to issue, modify, suspend, revoke or deny any individual permit or any nationwide or regional general permit, nor shall this Consent Decree limit the EPA's ability to exercise its authority pursuant to Section 404(c) of the CWA, 33 U.S.C. § 1344(c).

11. This Consent Decree in no way affects or relieves Defendant of its responsibility to comply with any applicable federal, state, or local law, regulation or permit.

12. This Consent Decree in no way affects the rights of the United States as against any person not a party to this Consent Decree.

13. The United States reserves any and all legal and equitable remedies available to enforce the provisions of this Consent Decree and applicable law.

14. With the exception of Paragraphs 1 through 3, nothing in this Consent Decree shall constitute an admission of fact or law by any party.

IV. CIVIL PENALTIES

15. The United States is permitted to seek civil penalties, pursuant to 33 U.S.C. § 1319(d) (“Civil Penalties”). Based on the representations made by Defendant that it does not at this time have an ability to pay Civil Penalties and documents Defendant provided in support thereof, which the United States reviewed, considered and relied upon, the United States agrees that Defendant shall not be required to pay Civil Penalties, provided that Defendant complies with this Consent Decree.

16. Notwithstanding Paragraph 15, in the event Defendant violates this Consent Decree, or it is determined that Defendant misrepresented its financial position in materials Defendant submitted to the United States, the United States is authorized to seek and obtain Civil Penalties under the aforementioned statutory provision for the violations described in the Complaint.

17. Notwithstanding Paragraphs 15 and 16, Defendant is subject to stipulated penalties for failure to comply with the provisions of this Consent Decree. Stipulated penalties

provided for under Section XIV of this Consent Decree, and Civil Penalties referenced in Paragraphs 15 and 16 of this Consent Decree, are penalties within the meaning of Section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1), and 26 C.F.R. § 1.162-21(a)(3)(i), and Defendant shall not deduct any of the aforementioned penalties or other penalties paid under this Decree in calculating its federal income tax.

V. INJUNCTIVE RELIEF -- MITIGATION

18. It is the present intent of Petroff Trucking Company, Inc. to sell land at issue in the Complaint with a Closing Date of Oct 24th, 2022. Regardless of such intent, the sale or other transfer of this land or any portion thereof to any Party shall not extinguish, restrict or otherwise affect Defendant's obligations under this Consent Decree, including but not limited to its obligation to purchase wetland credits as described in Paragraph 22.

19. After the Closing Date of Oct 24th 2022, or within 14 days after lodging this Consent Decree with the Court, whichever comes earlier, Defendant shall establish an interest-bearing escrow account for the benefit of the United States (hereafter "Escrow Account"). The Escrow Account shall provide that funds placed therein are specifically and irrevocably reserved to purchase wetlands credits as set forth in Paragraph 22.

20. Within 21 days after the lodging of this Consent Decree with the Court, Defendant shall deposit the sum of \$259,000 into an Escrow Account to be used for the sole and exclusive purpose to purchase wetlands credits as described in Paragraph 22, below.

21. Within 30 Days after the Effective Date of this Consent Decree, Defendant shall submit a plan to EPA and DOJ to purchase wetlands credits in accordance with the conditions contained in Paragraph 22. EPA and DOJ will review and approve or disapprove the plan

within 7 days after submission. If the plan is not approved, the Defendant must submit another plan considering comments from EPA and DOJ. Defendant shall either purchase 12 wetlands credits or expend all \$259,000 from the Escrow Account to purchase as many wetlands credits as possible. If the plan is approved, the Defendant shall reserve the wetland credits as soon as possible in order to secure them for purchase according to the timelines in Paragraph 22. The purpose of the purchase of the wetland credits is to mitigate the impacts of the violations on the Site.

22. Within 60 days after the Effective Date of this Consent Decree, the wetland credits shall be purchased from a wetland mitigation bank approved by the U.S. Army Corps of Engineers in the primary service area of the Site – the American Bottoms. Upon purchasing the wetland mitigation bank credits, Defendant shall provide proof of purchase to DOJ and EPA at the addresses specified in Section XIV (Notices) of this Consent Decree.

A. If there are not enough wetland mitigation bank credits available in the American Bottoms service area to satisfy Paragraph 21, Defendant shall purchase in-lieu fee wetland credits from an in-lieu fee wetland mitigation bank approved by the Corps for use within the American Bottoms service area. The Defendant shall purchase as many wetland credits as possible with the remaining funds from the Escrow Account. Upon purchasing in-lieu fee wetland credits, Defendant shall provide proof of purchase to DOJ and EPA at the addresses specified in Section XIV (Notices) of this Consent Decree.

B. In the event wetland mitigation bank and in-lieu fee credits are not available to satisfy Paragraph 21, Defendant shall hold funds in the Escrow

Account until such credits become available and can be purchased. Defendant shall inquire regarding the availability of credits at wetland mitigation banks and in-lieu fee mitigation banks within the American Bottoms service area every 3 months and provide an update to EPA and DOJ at the addresses specified in Section XIV (Notices) of this Consent Decree. When wetland credits are available for purchase, Defendant shall make the wetland credit purchase and provide proof of purchase to DOJ and EPA at the addresses specified in Section XIV (Notices) of this Consent Decree.

C. If wetland mitigation bank and in-lieu fee credits that satisfy Paragraph 21 are not available within 365 days of the Effective Date of the Consent Decree, Defendant shall purchase wetland credits at a Corps' approved wetland mitigation bank or in-lieu fee bank in an adjacent service area to the American Bottoms.

23. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 162-21(b)(2), performance of Paragraphs 18-22 are restitution, remediation, or required to come into compliance with the law.

VI. NOTICES AND OTHER SUBMISSIONS

24. Within 30 days after the deadline for completing any task set forth in this Consent Decree, Defendant shall provide the United States with written notice, at the addresses specified in Section XI of this Consent Decree, of whether or not that task has been completed.

25. In all notices, documents or reports submitted to the United States pursuant to this Consent Decree, the Defendant shall, by signature of a senior management official, certify such notices, documents and reports as follows:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering such information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

VII. RETENTION OF RECORDS AND RIGHT OF ENTRY

26. Until three years after entry of this Consent Decree, Defendant shall preserve and retain all records and documents now in its possession or control or which come into their possession or control that relate in any manner to the performance of the tasks in Appendix x, regardless of any corporate retention policy to the contrary. Until three years after entry of this Consent Decree, Defendant shall also instruct their contractors and agents to preserve all documents, records, and information of whatever kind, nature or description relating to the performance of the tasks in this Consent Decree.

27. At the conclusion of the document retention period, Defendant shall notify the United States at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States, Defendant shall deliver any such records or documents to EPA. The Defendant may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Defendant asserts such a privilege, it shall provide the United States with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and, (6) the privilege asserted by Defendant. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

VIII. DISPUTE RESOLUTION

28. Any dispute that arises with respect to the meaning or requirements of this Consent Decree shall be, in the first instance, the subject of informal negotiations between the United States and Defendant to attempt to resolve such dispute.

29. The period for informal negotiations shall not extend beyond thirty (30) days beginning with written notice by the moving party to the non-moving party. If a dispute between the United States and Defendant cannot be resolved by informal negotiations, then the position advanced by the non-moving party shall be considered binding unless, within fourteen (14) days after the end of the informal negotiations period, the moving party files a motion with the Court seeking resolution of the dispute. The motion shall set forth the nature of the dispute and a

proposal for its resolution. The non-moving party shall have thirty (30) days to respond to the motion and propose an alternate resolution. In resolving any such dispute, the moving party shall bear the burden of proving by a preponderance of the evidence that the non-moving party's position is not in accordance with the objectives of this Consent Decree and the CWA, and that the moving party's position will achieve compliance with the terms and conditions of this Consent Decree and the CWA.

30. If the non-moving party believes that a dispute is not a good faith dispute, or that a delay would pose or increase a threat of harm to the public or the environment, it may move the Court for a resolution of the dispute prior to the expiration of the thirty (30) day period for informal negotiations. The moving party shall have fourteen (14) days to respond to the motion and propose an alternate resolution. In resolving any such dispute, the moving party shall bear the burden of proving by a preponderance of the evidence that the non-moving party's position is not in accordance with the objectives of this Consent Decree, and that the moving party's position will achieve compliance with the terms and conditions of this Consent Decree and the CWA.

31. The filing of a motion asking the Court to resolve a dispute shall not extend or postpone any obligation of Defendant under this Consent Decree, except as provided in Paragraph 39 below regarding payment of stipulated penalties.

IX. FORCE MAJEURE

32. Defendant shall perform the actions required under this Consent Decree within the time limits set forth or approved herein, unless the performance is prevented or delayed solely by events which constitute a Force Majeure event. A Force Majeure event is defined as any event arising from causes beyond the control of Defendant, including their employees, agents,

consultants and contractors, which could not be overcome by due diligence and which delays or prevents the performance of an action required by this Consent Decree within the specified time period. A Force Majeure event does not include, inter alia, increased costs of performance, changed economic circumstances, changed labor relations, normal precipitation or climate events, changed circumstances arising out of the sale, lease or other transfer or conveyance of title or ownership or possession of the Site, or failure to obtain federal, state or local permits.

33. If Defendant believes that a Force Majeure event has affected Defendant's ability to perform any action required under this Consent Decree, Defendant shall notify the United States in writing within seven (7) calendar days after the event at the addresses listed in Section XI. Such notice shall include a discussion of the following:

- A. What action has been affected;
- B. The specific cause(s) of the delay;
- C. The length or estimated duration of the delay; and,
- D. Any measures taken or planned by the Defendant to prevent or minimize

the delay and a schedule for the implementation of such measures.

Defendant may also provide to the United States any additional information that it deems appropriate to support its conclusion that a Force Majeure event has affected its ability to perform an action required under this Consent Decree. Failure to provide timely and complete notification to the United States shall constitute a waiver of any claim of Force Majeure as to the event in question.

34. If the United States determines that the conditions constitute a Force Majeure event, then the deadline for the affected action shall be extended by the amount of time of the

delay caused by the Force Majeure event. Defendant shall coordinate with EPA to determine when to begin or resume the operations that had been affected by any Force Majeure event.

35. If the parties are unable to agree whether the conditions constitute a Force Majeure event, or whether the length of time for fulfilling the provision of the Consent Decree at issue should be extended, any party may seek a resolution of the dispute under the procedures in Section VIII of this Consent Decree.

36. Defendant shall bear the burden of proving (1) that the noncompliance at issue was caused by circumstances entirely beyond the control of Defendant and any entity controlled by Defendant, including its contractors and consultants; (2) that Defendant or any entity controlled by Defendant could not have foreseen and prevented such noncompliance; and, (3) the number of days of noncompliance that were caused by such circumstances.

X. STIPULATED PENALTIES

37. After entry of this Consent Decree, if Defendant fails to timely fulfill any requirement of the Consent Decree, the Defendant shall pay a stipulated penalty to the United States for each violation of each requirement of this Consent Decree as follows:

- | | | |
|----|--|--------------------|
| A. | For Day 1 up to and including
Day 30 of non-compliance | \$1,000.00 per day |
| B. | For Day 31 up to and including
Day 60 of non-compliance | \$2,000.00 per day |
| C. | For Day 61 and beyond
of non-compliance | \$3,000.00 per day |

Such payments shall be made without demand by the United States on or before the last day of the month following the month in which the stipulated penalty accrued.

38. Any disputes concerning the amount of stipulated penalties, or the underlying violation that gives rise to the stipulated penalties, that cannot be resolved by the parties pursuant to the Dispute Resolution provisions in Section VIII and/or the Force Majeure provisions in Section IX shall be resolved upon motion to this Court as provided in Paragraphs 32 and 33.

39. The filing of a motion requesting that the Court resolve a dispute shall stay Defendant's obligation to pay any stipulated penalties with respect to the disputed matter pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall continue to accrue from the first day of any failure or refusal to comply with any term or condition of this Consent Decree. In the event that Defendant does not prevail on the disputed issue, stipulated penalties shall be paid by Defendant as provided in this Section.

40. To the extent Defendant demonstrates to the Court that a delay or other non-compliance was due to a Force Majeure event (as defined in Paragraph 32 above) or otherwise prevail on the disputed issue, the Court shall excuse the stipulated penalties for that delay or non-compliance.

41. In the event that a stipulated penalty payment is applicable and not made on time, interest will be charged in accordance with the statutory judgment interest rate provided for in 28 U.S.C. § 1961. The interest shall be computed daily from the time the payment is due until the date the payment is made. The interest shall also be compounded annually.

42. Defendant shall make any payment of a stipulated penalty by FedWire Electronic Funds Transfer ("EFT" or wire transfer) to the United States Department of Justice account in accordance with current electronic funds transfer procedures, referencing EPA Region 5 and the DOJ file number 90-5-1-1-21662. Payment shall be made in accordance with instructions

provided to the Defendant by the Financial Litigation Unit of the United States Attorney's Office for the Southern District of Illinois. Any payments received by the Department of Justice after 4:00 P.M. (Eastern Time) will be credited on the next business day. Further, upon payment of any stipulated penalties, Defendant shall provide written notice, at the addresses specified in Section XI of this Consent Decree.

XI. ADDRESSES

43. All notices and communications required under this Consent Decree shall be made to the parties through each of the following persons and addresses:

A. TO EPA:

- (1) Via email to Jeffery Trevino: trevino.jeffery@epa.gov
- (2) Via email to Yone Yu: yu.yone@epa.gov
- (3) Via email to the Region 5 Water Enforcement and Compliance Assurance mailbox: R5WECA@epa.gov

B. TO THE UNITED STATES DEPARTMENT OF JUSTICE

- (1) Via email to: MailProcessing_ENRD.EDS@usdoj.gov
- (2) Via email to Benjamin Grillot: Benjamin.Grillot@usdoj.gov

C. TO DEFENDANT:

- (1) Via email to: tmaag@maaglaw.com; maag@maaglawfirm.com

XII. COSTS OF SUIT

44. Each party to this Consent Decree shall bear its own costs and attorneys' fees in this action. Should a party subsequently be determined by the Court to have violated the terms or conditions of this Consent Decree, that party shall be liable for any costs or attorneys' fees incurred by the other party in any action against that party for noncompliance with or enforcement of this Consent Decree.

XIII. PUBLIC COMMENT

45. The parties acknowledge that after the lodging and before the entry of this Consent Decree, final approval by the United States is subject to the requirements of 28 C.F.R. § 50.7, which provides for public notice and opportunity for comment. The United States reserves the right to withhold or withdraw its consent to the entry of this Consent Decree if the comments received disclose facts which lead the United States to conclude that the proposed judgment is inappropriate, improper, or inadequate. The Defendant agrees not to withdraw from, oppose entry of, or to challenge any provision of this Consent Decree, unless the United States has notified the Defendant in writing that it no longer supports entry of the Consent Decree.

XIV. CONTINUING JURISDICTION OF THE COURT

46. This Court shall retain jurisdiction over this case in order to enforce or modify the Consent Decree consistent with applicable law or to resolve all disputes arising hereunder as may be necessary or appropriate for construction or execution of this Consent Decree. During the pendency of the Consent Decree, any party may apply to the Court for any relief necessary to construe and effectuate the Consent Decree.

XV. MODIFICATION

47. Upon its entry by the Court, this Consent Decree shall have the force and effect of a final judgment. Any material modification of this Consent Decree shall be in writing, and shall not take effect unless signed by both the United States and the Defendant and approved by the Court.

XVI. TERMINATION

48. This Consent Decree may be terminated by either of the following:

A. Defendant and the United States may at any time make a joint motion to the Court for termination of this Consent Decree or any portion of it; or,

B. Defendant may make a unilateral motion to the Court to terminate this Consent Decree after each of the following has occurred:

1. Defendant has paid all penalties and other monetary obligations hereunder and no penalties or other monetary obligations are outstanding or owed to the United States;

2. Defendant has certified compliance pursuant to subparagraph 1 above to the Court and all Parties; and,

3. Within forty-five (45) days of receiving such certification from Defendant, EPA has not contested in writing that such compliance has been achieved. If EPA disputes Defendant's full compliance, this Consent Decree shall remain in effect pending resolution of the dispute by the Parties or the Court.

XVII. INTEGRATION

49. This Consent Decree, along with all Exhibits attached hereto, constitutes the final, complete, and exclusive agreement and understanding among and between the Parties with respect to the settlement embodied in the Consent Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein, other than deliverables that are subsequently submitted and approved pursuant to this Decree. The Parties acknowledge that there are no representations or understandings relating to the settlement other than those expressly contained in this Consent Decree.

COURT DECREE

The Court, having reviewed and considered this Consent Decree, and having determined that it is fair and reasonable, consistent with the Clean Water Act and State law, in the public interest, and fully settles the dispute alleged in the Complaint, hereby approves and enters this Consent Decree.

IT IS SO ORDERED.

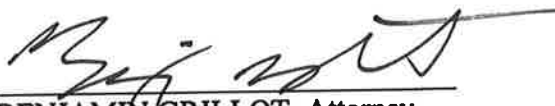
Dated and entered this _____ day of _____ 20__.

United States District Judge

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. Petroff Trucking, Inc.*

ON BEHALF OF THE UNITED STATES:

TODD KIM, Assistant Attorney General
Environment & Natural Resources Division


BENJAMIN GRILLOT, Attorney
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section
P.O. Box 7611
Washington, D.C. 20044-7611
Tel: (202) 305-0303
benjamin.grillot@usdoj.gov

Dated: 10-24-2022

RACHELLE AUD CROW
United States Attorney

NICHOLAS BIERSBACH
Assistant United States Attorney
Southern District of Illinois
9 Executive Drive
Fairview Heights, IL 62208

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. Petroff Trucking, Inc.*

ON BEHALF OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY:

DIANA SAENZ Digitally signed by DIANA
SAENZ
Date: 2022.10.19 10:05:47
-04'00'

Dated: 10/19/22

DIANA SAENZ
Acting Director
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. Petroff Trucking, Inc.*

ON BEHALF OF THE U.S. ENVIRONMENTAL PROTECTION AGENCY:

ROBERT
KAPLAN

Digitally signed by ROBERT
KAPLAN
Date: 2022.10.19 19:33:23
-05'00'

Dated: _____

ROBERT A. KAPLAN
Regional Counsel
U.S. Environmental Protection Agency
Region 5

JEFFERY
TREVINO

Digitally signed by JEFFERY
TREVINO
Date: 2022.10.11 13:50:24
-05'00'

Dated: 10/11/2022

JEFFERY TREVINO
JOHN STEKETEE
Associate Regional Counsel
U.S. Environmental Protection Agency
Region 5

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States of America v. Petroff Trucking, Inc.*

ON BEHALF OF THE DEFENDANT PETROFF TRUCKING COMPANY, INC.:



President
Petroff Trucking Company, Inc.
3469 State Route 111
Granite City, IL 62040

Dated: 9-20-22

AGREED TO AS TO FORM BY COUNSEL FOR DEFENDANT PETROFF TRUCKING COMPANY, INC.



THOMAS G. MAAG
Maag Law Firm, LLC
22 West Lorena Avenue
Wood River, IL 62095

9-22-22
Dated: _____