

November 19, 2020

**ATTORNEY GENERAL RAOUL ANNOUNCES SETTLEMENT WITH HILCO OVER SMOKESTACK
DEMOLITION**

Settlement Includes Funding to Improve Health Outcomes in Little Village Community

Chicago — Attorney General Kwame Raoul today [announced a settlement](#) that resolves his lawsuit against Hilco Redevelopment, LLC, doing business as Hilco Redevelopment Partners (Hilco); HRP Exchange 55, LLC; MCM Management Corp. (MCM); and Controlled Demolition Inc. (CDI). Raoul filed a lawsuit following the release of contaminants during the demolition of the smokestack at the former Crawford Electric Generating Station in Chicago.

Raoul's office filed a consent order in Cook County Circuit Court that requires the companies to comply with dust mitigation plans for the remainder of the demolition project and provide funding that will support the Little Village community's long-term health and wellness. Attorney General Raoul filed a lawsuit in May alleging the defendants failed to take adequate steps to protect the community from a cloud of particulate matter that resulted from demolition of the facility's 378-foot smokestack.

"The settlement today holds the companies accountable for their failure to adequately protect residents from air pollution during demolition at the site. It also represents a step toward environmental justice for residents of the Little Village community," Raoul said. "In addition to requiring the companies to prevent this from happening again during remaining demolition activities, they will provide funding to improve health outcomes in a community that has experienced decades of pollution during the Crawford Electric Generating Station's lifetime."

Raoul's lawsuit was based on a referral from the Illinois Environmental Protection Agency.

"Illinois EPA referred this incident to the Attorney General's office to ensure the responsible parties were held accountable, and the impacts of their actions were addressed appropriately," said Illinois EPA Director John J. Kim. "The consent order will serve as a deterrent to this unacceptable practice and seeks to recognize the impact upon nearby citizens."

Like many other coal-fired power plants, the Crawford Power Generating Station emitted mercury, sulfur dioxide, nitrogen oxides, particulate matter and other pollutants through its smokestack over the course of its decades in operation. As a result of the April 11 demolition, the smokestack crashed to the ground, creating a massive dust cloud of particulate matter that was relatively unaffected by water mitigation efforts. Raoul has alleged the enormous dust cloud blanketed an area of the Little Village neighborhood at a time when Chicago residents were ordered to stay at home due to the COVID-19 pandemic, a severe respiratory illness.

Particulate matter is comprised of dust, dirt, soot or smoke mixed with liquid droplets found in the air. If inhaled, particulate matter can cause serious health problems, including aggravated asthma, decreased lung function and increased respiratory symptoms. Residents near the site reported experiencing respiratory distress and pain while breathing, as well as heightened fear and anxiety after the smokestack fell. In addition to requiring the companies to comply with dust mitigation plans during remaining demolition activities at the site, Raoul's settlement also requires the companies to provide grant funding to ACCESS Community Health Network (ACCESS) to go toward improving health outcomes in the Little Village community.

The Crawford Power Generating Station is located in an area designated by the Illinois Environmental Protection Agency as an area of environmental justice concern. Communities in Illinois with a percentage of low-income and/or minority residents that is greater than twice the statewide average can be designated as areas of environmental justice concern by the IEPA. Raoul's settlement requires the defendants to pay \$370,000 to help fund ACCESS' Little Village Community Health and Wellness Program. The program will focus on addressing some of the leading health concerns facing Little Village residents, including asthma, diabetes and hypertension, by educating and empowering people to manage their physical and mental health.

In the days and weeks following the smokestack demolition, the companies hired contractors to perform cleanup of the surrounding neighborhood. The settlement requires the companies to comply with environmental laws when carrying out any remaining demolition at the site.

Supervising Attorney Gerald Karr and Assistant Attorney General Daniel Rottenberg handled the case for Raoul's Environmental Enforcement Division.

This [press release is available in Spanish here](#).

**IN THE CIRCUIT COURT FOR 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.

HILCO REDEVELOPMENT, LLC
d/b/a HILCO REDEVELOPMENT PARTNERS,
a Delaware limited liability company, HRP
EXCHANGE 55, LLC, a Delaware limited
liability company,
MCM MANAGEMENT CORP.,
a Michigan corporation, and
CONTROLLED DEMOLITION, INC.,
a Maryland corporation,

Defendants.

No. 2020-CH-4076

Calendar 07

Hon. Eve M. Reilly

CONSENT ORDER

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”), and Defendants, HILCO REDEVELOPMENT, LLC d/b/a HILCO REDEVELOPMENT PARTNERS, a Delaware limited liability company, HRP EXCHANGE 55, LLC, a Delaware limited liability company, MCM MANAGEMENT CORP., a Michigan corporation, and CONTROLLED DEMOLITION, INC., a Maryland corporation (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, including but not limited to any other proceedings regarding alleged violations of the Illinois Environmental Protection Act ("Act"), 415 ILCS 5/1 *et seq.* (2018), and the Illinois Pollution Control Board ("Board") regulations alleged in the Complaint, or any private litigation related to the events giving rise to the Complaint, except as otherwise expressly provided herein. It is the intent of the Parties to this Consent Order that it be a final judgment on the merits of this matter.

A. Parties

1. On May 5, 2020, a Complaint was filed on behalf of the People of the State of Illinois by Kwame Raoul, Attorney General of the State of Illinois, on his own motion and upon the request of the Illinois EPA, pursuant to Section 42(d) and (e) of the Act, 415 ILCS 5/42(d) and (e) (2018), against Defendants HILCO REDEVELOPMENT, LLC d/b/a HILCO REDEVELOPMENT PARTNERS ("HRP"), a Delaware limited liability company, HRP EXCHANGE 55, LLC ("Exchange 55", and collectively with HRP referred to as "Hilco Companies"), a Delaware limited liability company, MCM MANAGEMENT CORP. ("MCM"), a Michigan corporation, and CONTROLLED DEMOLITION, INC. ("CDI"), a Maryland corporation (collectively, "Defendants").

2. The Illinois EPA is an administrative agency of the State of Illinois, created pursuant to Section 4 of the Act, 415 ILCS 5/4 (2018).

3. At all times relevant to this Complaint, the Hilco Companies have been and are Delaware limited liability companies qualified to transact business in the State of Illinois. They

are registered with the Illinois Secretary of State's Office as foreign limited liability companies and are in good standing.

4. At all times relevant to this Complaint, MCM has been and is a Michigan corporation qualified to transact business in the State of Illinois. It is registered with the Illinois Secretary of State's Office as a foreign corporation and is in good standing.

5. At all times relevant to this Complaint, CDI has been and is a Maryland corporation in good standing. It is registered with the Illinois Secretary of State's Office as a foreign corporation and is in good standing.

6. At all times relevant to the Complaint, Exchange 55 owned the Former Crawford Power Generating Station, located at 3501 S. Pulaski Road, Chicago, Cook County, Illinois (the "Site").

7. On April 11, 2020, the concrete smokestack formerly utilized by the Crawford Power Generating Station was imploded at the Site ("Stack Demolition"). As alleged in the Complaint, the Stack Demolition resulted in a plume of particulate matter being emitted into an adjacent residential neighborhood.

B. Allegations of Non-Compliance

Plaintiff contends that the Defendants have violated the following provisions of the Act and Board regulations:

Count I: Causing, threatening, or allowing air pollution in violation of Section 9(a) of the Act, 415 ILCS 5/9(a) (2018), and Section 201.141 of the Board Air Pollution Regulations, 35 Ill. Adm. Code 201.141.

C. Non-Admission of Violations

The Defendants represent that they have entered into this Consent Order for the purpose of settling and compromising disputed claims without having to incur the expense of contested litigation. By entering into this Consent Order and complying with its terms, the Defendants do not admit the allegations of violation within the Complaint as referenced above, nor do they admit that the amounts paid to ACCESS Community Health Network, as described in Section III.D. of this Consent Order, are indicative in any way of an allocation of responsibility to Defendants for the allegations in the Complaint. As such, this Consent Order shall not be interpreted as including any such admission by any Defendant.

D. Compliance Activities to Date

After the Stack Demolition, the Hilco Companies and MCM Management Corp. state they took immediate action steps to clean up the Site and the surrounding neighborhood, including without limitation the following:

1. The Hilco Companies and MCM Management Corp. engaged contractors to perform private street sweeping from 31st to 33rd, Pulaski Road through Lawndale, from April 11, 2020 to April 14, 2020, and from 28th to 33rd, Pulaski Road through Hamlin, from April 13 to April 27, 2020.
2. During May and June 2020, the Hilco Companies' representatives distributed packages to approximately 2,000 residential addresses within the Little Village community near the Site containing vouchers for car washes, window cleaning, and furnace filters.
3. During and after the Stack Demolition, MCM Management Corp. deployed water trucks and dust suppression equipment.

II. APPLICABILITY

1. This Consent Order shall apply to and be binding upon the Parties to the Consent Order. The Defendants waive as a defense to any enforcement action taken solely by the State pursuant to this Consent Order the failure of any of their 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 Defendants solely by the State 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 (2018).

2. The Hilco Companies shall notify each contractor to be retained to perform work required in this Consent Order of each of the requirements of this Consent Order relevant to the activities to be performed by that contractor, and shall provide a copy of this Consent Order to each contractor already retained to perform work required in this Consent Order upon entry of this Consent Order.

3. No change in ownership, corporate status or operator of the Site shall in any way alter the responsibilities of the Hilco Companies under this Consent Order. In the event Exchange 55 proposes to sell or transfer title to any portion of the Site subject to this Consent Order before Completion of Demolition (as defined in paragraph III.C.1. below), Exchange 55 shall notify the Plaintiff thirty (30) calendar days prior to the conveyance of title or ownership. Exchange 55 shall make as a condition of any such sale or transfer, that the purchaser or successor in interest provide to the Hilco Companies Site access and all cooperation necessary for the Hilco Companies to perform to completion any compliance obligation(s) required by this Consent Order. Exchange 55 shall provide a copy of this Consent Order to any such purchaser or successor in interest and the

Hilco Companies shall continue to be bound by and remain liable for performance of all obligations under this Consent Order. In appropriate circumstances, however, the Hilco Companies and a proposed purchaser of the Site may jointly request, and the Plaintiff, in its discretion, may consider modification of this Consent Order to obligate the proposed purchaser or operator to carry out future requirements of this Consent Order in place of, or in addition to, the Hilco Companies. This provision does not relieve the Hilco Companies from compliance with any regulatory requirement regarding notice and transfer of applicable facility permits.

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. Stipulated Penalties, Interest and Default

1. If the Defendants fail to complete any activity, including the payment required in Section III.D.2, or fail to comply with any response or reporting requirement by the date specified in this Consent Order, the Defendants shall provide notice to the Plaintiff of each failure to comply with this Consent 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. The Plaintiff may make a demand for stipulated penalties upon the Defendants for their noncompliance with this Consent Order. However, failure by the Plaintiff to make this demand shall not relieve the Defendants of the obligation to pay stipulated penalties. All

stipulated penalties shall be payable within thirty (30) calendar days of the date the Defendants know or should have known of their noncompliance with any provision of this Consent Order.

2. If the responsible Defendants fail to make any payment required by this Consent Order on or before the date upon which the payment is due, the responsible Defendants shall be in default and the remaining unpaid balance of the penalty, plus any accrued interest, shall be due and owing immediately. In the event of default, the Plaintiff shall be entitled to reasonable costs of collection, including reasonable attorney's fees. In no event shall any Defendant be jointly and severally liable for any other Defendant's payment obligation.

3. Pursuant to Section 42(g) of the Act, interest shall accrue on any penalty amount owed by the Defendants 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.

4. 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 Consent Order.

B. Stipulated Penalty and Interest Payment Procedures

1. All payments required by Section III.A. of this Consent Order shall be made by certified check or money order payable to the 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
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 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:

Daniel Rottenberg
Assistant Attorney General
Environmental Bureau
Illinois Attorney General's Office
69 W. Washington Street, Suite 1800
Chicago, Illinois 60602
DRottenberg@atg.state.il.us

C. Future Compliance

1. Upon entry of the Consent Order, the Hilco Companies will comply with the following plans:

- a. The "Fugitive Dust Mitigation Plan – Demolition of Former Crawford Power Plant" dated October 27, 2020;
- b. The "Galbestos Removal Plan-Unit 7 Superstructure, dated October 19, 2020; and
- c. The "Fugitive Dust Mitigation Plan – Demolition of Former Crawford Power Plant" dated May 8, 2020 ("Plans");

2. The Hilco Companies shall comply with the Plans until Completion of Demolition activities at the Site. For purposes of this Consent Order, "Completion of Demolition" shall mean completion of all demolition activities associated with the Unit 7 Superstructure, Unit 8 Superstructure, and four additional structures remaining at the site as shown on Attachment A (together, "Additional Structures"), including demolition of any related slab on grade, foundations, and substructures (underground utilities and any other below grade structures), reuse of any demolition debris and removal of all remaining demolition debris associated with any of the foregoing demolition activities, and delivery to the State of a written certification of Completion of Demolition of Unit 7 Superstructure, Unit 8 Superstructure and

Additional Structures. The Hilco Companies shall provide notice of Completion of Demolition to the Plaintiff in accordance with Section III.H. (Notice and Submittals) and the date of Completion of Demolition shall be the date on which the Hilco Companies provide such notice to the Plaintiff.

3. Until thirty (30) calendar days following the Completion of Demolition, Illinois EPA, its employees and representatives, and the Attorney General, his employees and representatives, shall have the right of entry into and upon the Demolition Area of the Site (depicted on Attachment A) 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, the 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.

4. This Consent Order in no way affects the responsibilities of the Defendants to comply with any other federal, state or local laws or regulations, including but not limited to the Act and the Board Regulations.

5. The Defendants shall cease and desist from future violations of the Act and Board Regulation that were the subject matter of the Complaint. Defendants' agreement to cease and desist from future violations of the Act and Board Regulation that were the subject matter of the Complaint is not intended to imply that there were past violations.

D. Beneficial Project

1. The Plaintiff has agreed that, in lieu of payment of a statutory civil penalty, the Defendants shall undertake a Beneficial Project ("Project") that will benefit the Little Village

community. Specifically, the parties have agreed to the Project described in paragraphs III.D.2.-4. of the Consent Order.

2. By no later than thirty (30) days after entry of this Consent Order, the Defendants shall pay to ACCESS Community Health Network (“ACCESS”) the following amounts:

- a. Hilco Companies shall pay the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00);
- b. MCM shall pay the amount of Sixty Thousand Dollars (\$60,000.00); and
- c. CDI shall pay the amount of Sixty Thousand Dollars (\$60,000.00) (together, the “Grant”).

Each Defendant shall be responsible only for paying its own portion of the Grant, and shall not have joint liability for the Grant payments of any co-defendants.

3. ACCESS is the largest federally-qualified health center in Little Village. ACCESS shall use the Grant to support a new program called the Little Village Community Health and Wellness Program (“Health and Wellness Program”). The Health and Wellness Program will focus on addressing leading health problems facing the residents of the Little Village community, including without limitation chronic conditions such as asthma, diabetes, hypertension, and obesity. The Health and Wellness Program shall provide services to the Little Village community, including without limitation a) health-related education on topics such as asthma management, healthy eating and lifestyles, smoking cessation; b) health risk screenings; c) connecting residents with available health-related resources in the community; d) health-related community meetings; e) health-related education on topics such as asthma management, smoking cessation, and obesity; f) dietician services; and g) collecting and analyzing data to evaluate the Health and Wellness Program.

4. ACCESS may use the Grant to implement the Health and Wellness Program for any ACCESS services or programs that serve the Little Village service area..

5. Within thirty days following the entry of this Consent Order, Defendants shall send to Plaintiff an executed agreement with ACCESS. The Grant may be utilized by ACCESS over a twenty-four-month period following the commencement (“Grant Period”).

6. By no later than sixty (60) days after the conclusion of the Grant Period, the Hilco Companies shall provide a report to the Plaintiff, based on information received from ACCESS, summarizing how the Grant was utilized.

7. The payments shall be made by check or wire (or as otherwise agreed to by the parties to this Consent Order) payable to ACCESS Community Health Network. Within ten days of payment, a copy of the payments and the transmittal letter shall be sent via email to:

Daniel Rottenberg
Assistant Attorney General
Environmental Bureau
Illinois Attorney General’s Office
69 W. Washington Street, Suite 1800
Chicago, Illinois 60602
DRottenberg@atg.state.il.us

8. By signature on this Consent Order, the Defendants certify that, as of the date of entry of this Order, they are not required to perform or develop the foregoing Beneficial Project by any federal, state or local law or regulation, nor are they required to perform or develop the Beneficial Project by agreement or injunctive relief in any other case. The Defendants further certify that they have not received, and are not presently negotiating to receive credit for, the Beneficial Project in any other enforcement action.

9. Any public statement, oral or written, in print, film or other media, made by the Defendants making reference to any Beneficial Project shall include the following language:

“This project was undertaken in connection with the settlement of an enforcement action taken by the Illinois Attorney General and the Illinois EPA in the matter of *People of the State of Illinois, ex rel. Kwame Raoul, Attorney General of the State of Illinois v. Hilco Redevelopment, LLC d/b/a Hilco Redevelopment Partners, HRP Exchange 55, MCM Management Corp., and Controlled Demolition, Inc.* (Case No. 2020-CH-4076).”

E. Force Majeure

1. *Force majeure* is an event arising solely beyond the control of the Defendants, which prevents the timely performance of any of the requirements of this Consent Order and shall include, but is not limited to, events such as floods, fires, tornadoes, other natural disasters, pandemics (including without limitation Covid-19), and labor disputes beyond the reasonable control of the Defendants. An increase in costs associated with implementing any requirement of this Consent Order shall not, by itself, excuse the Defendants 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 Consent Order, the Defendants shall orally notify the Illinois EPA (*Manager, Bureau of Air, Compliance Section, 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 III.I of this Consent 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 Defendants fail 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 Defendants’ 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 Defendants and that the Defendants 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 Consent Order. The Defendants shall not be liable for stipulated penalties for the period of any such stipulated extension.

4. If the Plaintiff does not accept the Defendants' claim of a *force majeure* event, the Defendants 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 Defendants. 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 Defendants and that the Defendants could not have prevented the delay by the exercise of due diligence, the Defendants 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.

F. Enforcement and Modification of Consent Order

1. This Consent 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 Consent Order. The Defendants agree that notice of any subsequent proceeding to enforce this Consent Order may be made by mail with copy by electronic mail and waives any requirement of service of process.

2. The Parties to the Consent Order may, by mutual written consent, extend any compliance dates or modify the terms of this Consent Order without leave of this Court. A request

for any modification shall be made in writing and submitted to the representatives designated in Section III.H of this Consent Order. Any such request shall be made by separate document, and shall not be submitted within any other report or submittal required by this Consent 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 Consent Order.

G. Dispute Resolution

1. Except as provided herein, the Parties to the Consent Order may seek to informally resolve disputes arising under this Consent 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 Consent Order. The Plaintiff reserves the right to seek enforcement by the Court where the Defendants have failed to satisfy any compliance deadline within this Consent 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 Consent Order, by agreement or by order of this Court, may extend or modify the schedule for completion of work under this Consent 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 Defendants 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 Defendants' receipt of the written summary of the Plaintiff's position, the Defendants file 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 Defendants' 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 Defendants' 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.

H. Notice and Submittals

Except for payments, the submittal of any notice, reports or other documents required under this Consent Order, shall be delivered to the following designated representatives:

As to the Plaintiff

Daniel Rottenberg
Assistant Attorney General
Environmental Bureau
Illinois Attorney General's Office
69 W. Washington Street, Suite 1800
Chicago, Illinois 60602

drottenberg@atg.state.il.us
312-814-3816

Maureen Wozniak
Assistant Counsel, Division of Legal Counsel
Illinois Environmental Protection Agency
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276
Maureen.wozniak@illinois.gov
217-782-5544

Kent Mohr
Bureau of Air, Compliance Section
Illinois Environmental Protection Agency
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276
Kent.Mohr@illinois.gov
217-558-0798

As to the Defendants

For the Hilco Companies:

Eric Prezant
Bryan Cave Leighton Paisner LLP
161 North Clark, Suite 4300
Chicago, Illinois 60601
eric.prezant@bclplaw.com
312-602-5000

Bryan Keyt
Bryan Cave Leighton Paisner LLP
161 North Clark, Suite 4300
Chicago, Illinois 60601
bryan.keyt@bclplaw.com
312-602-5000

Anne Garr
General Counsel
Hilco Redevelopment, LLC
111 South Wacker Drive, Suite 3000
Chicago, Illinois 60606
agarr@hilcoglobal.com
312-283-4469

For MCM Management Corp.:
Emily N. Masalski
Darren J. Hunter
Hunter Masalski LLC
150 North Michigan Avenue, Suite 800
Chicago, IL 60601
emily@huntermasalski.com
darren@huntermasalski.com
(312) 741-0972

For Controlled Demolition, Inc.:
Blaine Kimrey
Vedder Price P.C.
222 N. LaSalle Street
Chicago, IL 60601
bkimrey@vedderprice.com
312-609-7865

I. Release from Liability

In consideration of the Defendants' commitment to cease and desist as contained in Section III.C.5 above, their performance of the Beneficial Project as contained in Section III.D above and completion of all activities required hereunder, the Plaintiff releases, waives and discharges the Defendants from any liability or penalties for the alleged violation of the Act and Board Regulation that was 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 May 5, 2020. The Plaintiff reserves, and this Consent Order is without prejudice to, all rights of the State of Illinois against the Defendants 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 Defendants' 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, other than the Defendants.

J. 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.

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

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

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

JOHN J. KIM, Director
Illinois Environmental Protection Agency

BY: 
MATTHEW J. DUNN, Chief

BY: 
CHARLES W. GUNNARSON
Chief Legal Counsel

DATE: 11/9/2020

DATE: 11/9/2020

FOR THE DEFENDANTS:

HILCO REDEVELOPMENT, LLC

BY: [Signature]
Its: General Counsel

DATE: 11/9/2020

HRP EXCHANGE 55, LLC

BY: [Signature]
Its: General Counsel of Managing Member

DATE: 11/9/2020

MCM MANAGEMENT CORP.

BY: Grace Campbell
Its: Secretary

DATE: 11/14/2020

CONTROLLED DEMOLITION, INC.

BY: _____

Its: _____

DATE: _____

ENTERED:

JUDGE

DATE: _____

FILED DATE: 11/19/2020 10:34 AM 2020CH04076

FOR THE DEFENDANTS:

HILCO REDEVELOPMENT, LLC

BY: _____

Its: _____

DATE: _____

HRP EXCHANGE 55, LLC

BY: _____

Its: _____

DATE: _____

MCM MANAGEMENT CORP.

BY: _____

Its: _____

DATE: _____

CONTROLLED DEMOLITION, INC.

BY: /s/ Mark Loizeaux

Its: President

DATE: 11/10/2020

ENTERED:

JUDGE

DATE: _____

Return Date: No return date scheduled
Hearing Date: No hearing scheduled
Courtroom Number: No hearing scheduled
Location: No hearing scheduled

FILED
11/19/2020 10:34 AM
DOROTHY BROWN
CIRCUIT CLERK
COOK COUNTY, IL
2020CH04076

IN THE CIRCUIT COURT FOR COOK COUNTY, ILLINOIS
CHANCERY DIVISION

PEOPLE OF THE STATE OF ILLINOIS,)
ex rel. KWAME RAOUL, Attorney)
General of the State of Illinois,)
)
Plaintiff,)
)
v.)
)
HILCO REDEVELOPMENT, LLC)
d/b/a/ HILCO REDEVELOPMENT PARTNERS,)
a Delaware limited liability company, HRP)
EXCHANGE 55, LLC, a Delaware limited)
liability company,)
MCM MANAGEMENT CORP.,)
a Michigan corporation, and)
CONTROLLED DEMOLITION, INC.,)
a Maryland corporation,)
)
Defendants.)

No. 20CH04076

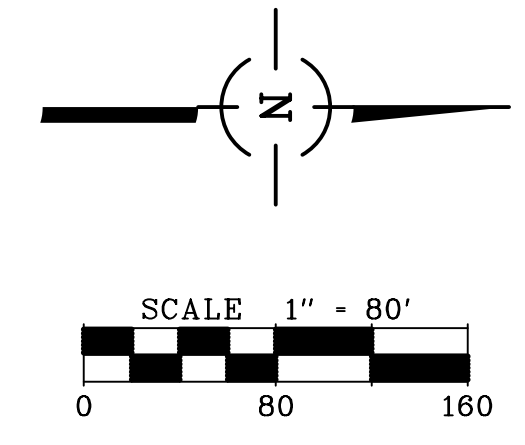
11195178

JOINT MOTION TO ENTER CONSENT ORDER

ATTACHMENT A TO CONSENT ORDER

FILED DATE: 11/19/2020 10:34 AM 2020CH04076

Attachment A



Four (4) Ancillary Buildings

Unit #7 Superstructure

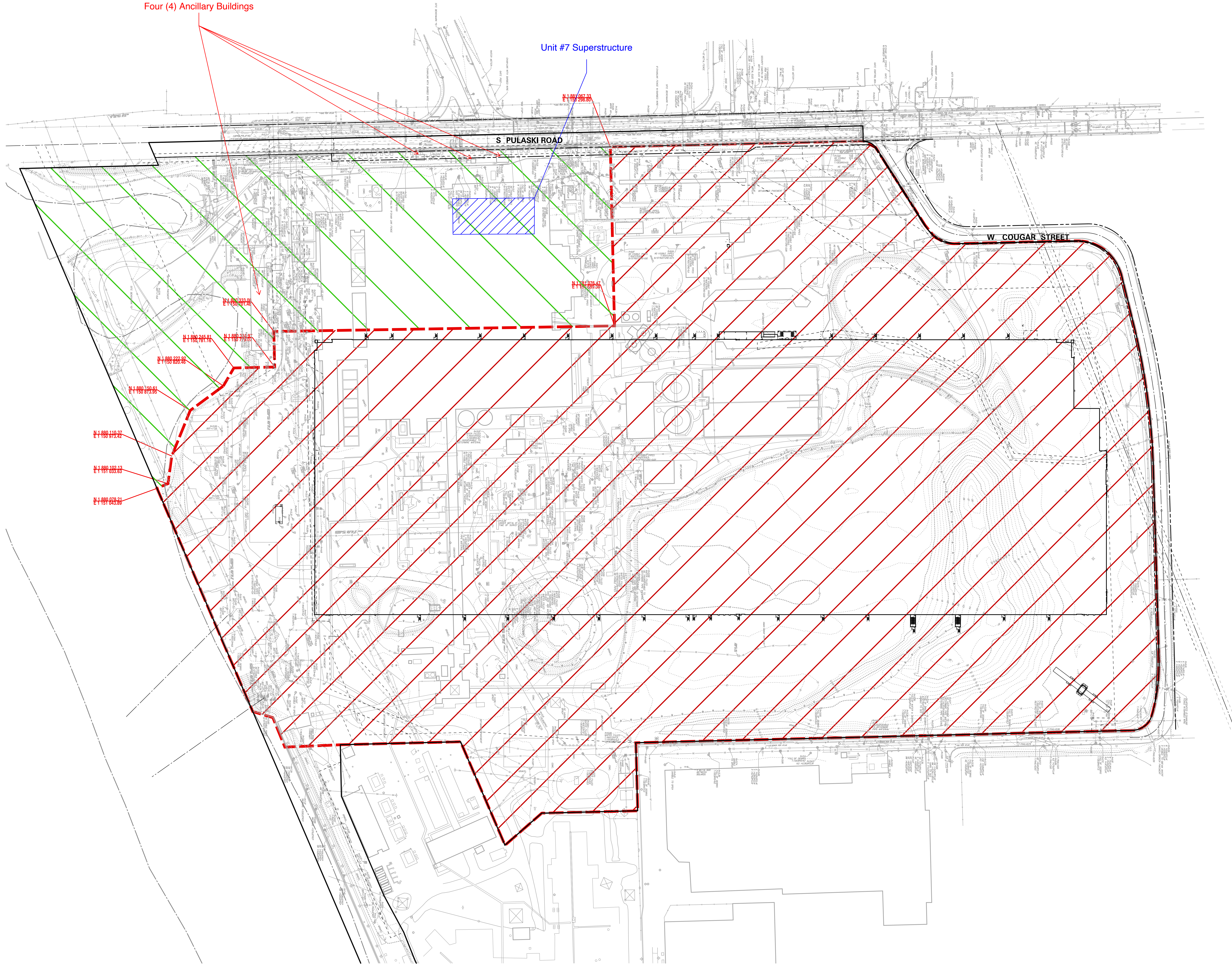
N+1880 057.33
E+1930 956.80

S PULASKI ROAD

W COUGAR STREET

LEGEND

- MHC AREA - "Construction Area"
- HWC AREA - "Demolition Area"



N+1880 949.32
 N+1880 982.13
 N+1880 028.39

N+1880 222.32
 N+1880 245.61
 E+1930 787.16

N+1880 337.42
 N+1880 573.67
 E+1930 772.07

CONSULTING ENGINEERS		
SITE DEVELOPMENT ENGINEERS		
LAND SURVEYORS		
9475 W. Higgins Road, Suite 700, Rosemont, Illinois 60018 Phone: (847) 676-6066 Fax: (847) 676-6065		
SPACECO INC. FILENAME: 9487.02EXH-SiteControls DATE: 04/23/2020 JOB NO. 9487.02 SHEET SITE CP 1 OF 1		
NO.	DATE	REMARKS
1	08/25/20	REVISION - 1
2	10/22/20	REVISION - 2



Noviembre 18, 2020

EL PROCURADOR GENERAL RAOUL ANUNCIA UN ACUERDO CON HILCO SOBRE LA DEMOLICIÓN DE TORRE DE HUMO
El Acuerdo Incluye Fondos para Mejorar Resultados de Salud en la Comunidad de La Villita

Chicago — El Procurador General Kwame Raoul hoy anunció un acuerdo que resuelve su demanda contra Hilco Redevelopment, LLC, conocida como Hilco Redevelopment Partners (Hilco); HRP Exchange 55, LLC; MCM Management Corp. (MCM); y Controlled Demolition Inc. (CDI). Raoul declaró su demanda debido al emito de contaminantes durante la demolición de torre de humo en la antigua planta de electricidad Crawford en Chicago.

La oficina de Raoul declaró una orden de consentimiento en la corte de circuito del condado de Cook que requiere que las empresas cumplan con planes de mitigación de polvo durante el resto del proyecto de demolición, y provean fondos que apoyarán al bienestar y salud de larga duración de la comunidad de La Villita. El Procurador General Raoul declaró una demanda en mayo alegando que el demandado falló en tomar pasos adecuados para proteger a la comunidad del banco de nube de material particulado que fue resultado de la demolición de la torre que medía 114 metros.

“El acuerdo de hoy hace a las empresas responsables por fallar en proteger adecuadamente a los residentes de la contaminación del aire durante la demolición en esta área. También representa un paso hacia la justicia ambiental para los residentes de la comunidad de La Villita,” dijo Raoul. “Además de requerir que las empresas prevengan que esto vuelva a suceder durante las actividades restantes de demolición, proveerán fondos para mejorar los resultados de salud en la comunidad que han sufrido décadas de contaminación durante la vida de la antigua planta de electricidad Crawford.”

La demanda de Raoul fue remitida por la Agencia de la Protección Ambiental de Illinois, conocida por sus signos como IEPA.

“La Agencia de la Protección Ambiental de Illinois remitió este incidente a la oficina del Procurador General para asegurar que las partes fueran responsables, y el impacto de sus acciones fueran dirigidas apropiadamente.” dijo el Director de IEPA, John J. Kim. “La orden de consentimiento servirá como disuasivo a estas prácticas inaceptables y buscará a reconocer el impacto sobre los residentes cercanos.

Como muchas otras plantas a carbón, la planta de electricidad Crawford emitió mercurio, dióxido de azufre, óxido de nitrógeno, material particulado, y otros contaminantes a través de su torre durante sus décadas de operación. Debido a su demolición el 11 de abril, la torre se derrumbó creando un banco de nubes de polvo con material particulado sin efecto a los esfuerzos de mitigación de agua. Raoul ha alegado que el banco de nubes cubrió el área de la vecindad de La Villita durante un tiempo en el cual los residentes de Chicago estaban bajo una orden de Permanecer en el Hogar debido a la pandemia de COVID-19, una enfermedad respiratoria severa.

El material particulado está compuesto de polvo, tierra, hollín, o humo mezclado con micro-gotas líquidas encontradas en el aire. Si es inhalado, el material particulado puede causar problemas de salud serios, incluyendo asma agresiva, reducción en la función de pulmón, y el aumento de síntomas respiratorias. Residentes cercanos al área han reportado síntomas que incluyen insuficiencia respiratoria y dolor al respirar, además de temor y ansiedad después del derrumbe de la torre. Además de requerir que las empresas cumplan con planes de mitigación de polvo durante las actividades restantes de demolición en el área, el acuerdo de Raoul también requiere las empresas a proveer fondos subsidios a ACCESS Community Health Network (ACCESS) para ayudar a mejorar los resultados de salud en la comunidad de La Villita.

La planta de electricidad Crawford está colocada en un área designada por la Agencia de Protección Ambiental de Illinois como área de preocupación de justicia ambiental. Comunidades en Illinois con un porcentaje, más del doble del promedio del nivel estatal, de residentes de bajos ingresos y/o minorías, pueden ser designadas como áreas de preocupación de justicia ambiental por la Agencia de Protección Ambiental de Illinois. El acuerdo de Raoul requiere a los demandados a pagar \$370,000 para ayudar a financiar el

Programa de Salud y Bienestar en la comunidad de La Villita de ACCESS. El programa se enfocará en afrontar unas de las preocupaciones de salud de los residentes de La Villita. Estos incluyen asma, diabetes e hipertensión, con educación y empoderamiento para que los residentes puedan manejar su salud física y mental.

En los días y las semanas después del derrumbe de la torre, las empresas contrataron contratistas para cumplir con la limpieza de la comunidad. El acuerdo requiere que las empresas cumplan con las leyes ambientales para completar cualquier demolición restante en esta área.

El abogado supervisor Gerald Karr y Asistente Procurador General Daniel Rottenberg se encargaron con el caso en la División de Ejecución Ambiental de la oficina de Raoul.

-30-

[Return to November 2020 Press Releases](#)



[© 2020 Illinois Attorney General](#)

[Home](#) • [Privacy Policy](#) • [Contact Us](#)