

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

UNITED STATES OF AMERICA,

and

THE STATE OF ILLINOIS,

Plaintiffs,

v.

Civil Action No. 3:24-cv-02591

CITY OF CAHOKIA HEIGHTS, ILLINOIS,

Defendant.

CONSENT DECREE

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I. INTRODUCTION

Plaintiff United States of America, on behalf of the United States Environmental Protection Agency (the “EPA”), has filed a complaint in this action concurrently with this Consent Decree, alleging that Defendant, the City of Cahokia Heights, Illinois, (the “City”), violated and continues to violate Section 301(a) of the Clean Water Act (the “CWA” or “Act”), 33 U.S.C. § 1311(a); and seeking injunctive relief and civil penalties pursuant to Sections 309(b) and (d) of the CWA, 33 U.S.C. §§ 1319(b) and (d). The Complaint alleges that the City has repeatedly violated the Act by discharging pollutants from its sanitary sewage collection system, via sanitary sewer overflows (“SSOs”) that reached waters of the United States.

In August 2021, EPA and the City entered into an Administrative Order on Consent pursuant to Section 309(a) of the CWA, 33 U.S.C. § 1319(a), addressing violations of the CWA caused by the City’s discharge of SSOs from its Sewer System by requiring the City to investigate the causes of the SSOs and to take specific remedial measures, including updating its Capacity, Management, Operation and Maintenance program, investigating dry-weather SSOs, developing a Targeted Dry-Weather SSO Corrective Action Plan, and developing a Wet-Weather SSO Investigation Plan.

Plaintiff the State of Illinois, on behalf of the Illinois Environmental Protection Agency (“IEPA” or “State”), joined in the Complaint and seeks injunctive relief and civil penalties for the City’s alleged violations of the Illinois Environmental Protection Act, and Illinois Pollution Control Board regulations.

The Consent Decree may be used in any subsequent State enforcement action or State permit proceeding as proof of a past adjudication of violation of the Illinois Environmental Protection Act and Illinois Pollution Control Board regulations for all violations alleged in the

Complaint in this matter, for purposes of Sections 39 and 42 of the Illinois Environmental Protection Act, 415 ILCS 5/39 and 42 (2022).

Defendant does not admit any liability to the United States or the State arising out of the transactions or occurrences alleged in the Complaint.

The Parties recognize that Defendant has limited financial resources and have taken that, and the potential burden on the community, into consideration in reaching agreement on this Consent Decree.

The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

II. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, and 1355, and Section 309 of the Act, 33 U.S.C. § 1319, and over the Parties. This Court has jurisdiction over the State's claims pursuant to 28 U.S.C. § 1367 (supplemental jurisdiction), because they are related to the federal claims and form part of the same case or controversy. Venue lies in this District pursuant to Section 309 of the Act, 33 U.S.C. § 1319, and 28 U.S.C. §§ 1391 and 1395(a), because Defendant is located in this judicial district and the claims asserted in this Complaint arose in this district. For purposes of this Decree, or any action to enforce this Decree, Defendant consents to the Court's jurisdiction over

this Decree and any such action and over Defendant and consents to venue in this judicial district.

2. For purposes of this Consent Decree, Defendant agrees that the Complaint states claims upon which relief may be granted pursuant to Section 301(a) of the Act, 33 U.S.C. § 1311, and Section 42(d) and (e) of the Illinois Environmental Protection Act, 415 ILCS 5/42(d) and (e).

III. APPLICABILITY

3. The obligations of this Consent Decree apply to and are binding upon the United States and the State, and upon Defendant and any successors, assigns, or other entities or persons otherwise bound by law.

4. No transfer of ownership or operation of the Sewer System, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Defendant of its obligation to ensure that the terms of the Decree are implemented. At least 30 Days prior to such transfer, Defendant shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to DOJ, EPA and the State in accordance with Section XVII (Notices). Any attempt to transfer ownership or operation of the Sewer System without complying with this Paragraph constitutes a violation of this Decree.

5. Defendant shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree, as well as to any contractor retained to perform Work required under this Consent Decree. Defendant shall condition any such contract upon performance of the Work in conformity with the terms of this Consent Decree.

6. In any action to enforce this Consent Decree, Defendant shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

IV. DEFINITIONS

7. Terms used in this Consent decree that are defined in the Act or in regulations promulgated pursuant to the CWA (including, without limitation, those terms defined in Section 502 of the CWA, 33 U.S.C § 1362, and at 40 C.F.R. § 122.2) shall have the meanings assigned to them in the Act or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions apply:

- a. “Building Backup” or “Backup” means the release or backup of wastewater into a building that is caused in whole or in part by blockages, flow conditions, or other malfunctions in the Sewer System. A wastewater backup or release that is caused solely by blockages, flow conditions, or other malfunctions of a Private Lateral is not a Building Backup.
- b. “Certification” or “certify” when used in this Consent Decree shall require the City to comply with Paragraph 73 of this Consent Decree.
- c. “The City” or “Defendant” means the City of Cahokia Heights, Illinois, a municipal corporation, including all of its departments, agencies, instrumentalities such as the Utility Department, and any successor thereto.
- d. “CMOM” or “Capacity, Management, Operations, and Maintenance” means a program of practices to properly manage, operate and maintain sanitary wastewater collection, transmission and treatment systems, investigate capacity constrained areas of these systems, and respond to SSO events.

e. “Complaint” means the complaint filed by the United States and the State in this action.

f. “Consent Decree” or “Decree” means this Decree and all appendices attached hereto (listed in Section XXVI).

g. “Day” means a calendar day unless expressly stated to be a business day. In computing any period of time for a deadline under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period runs until the close of business of the next business day.

h. “Deliverable” means any written document required to be prepared or submitted by or on behalf of the City pursuant to this Consent Decree.

i. “DOJ” means the United States Department of Justice and any of its successor departments or agencies.

j. “EPA” means the United States Environmental Protection Agency and any of its successor departments or agencies.

k. “Effective Date” means the definition provided in Section XVIII.

l. “Excessive Infiltration/Inflow” or “Excessive I/I” has the meaning provided in [40 C.F.R. § 35.2005\(b\)\(16\)](#).

m. “Force Main” means any pipe that is owned or operated by the City that receives and conveys, under pressure, wastewater from the discharge side of a pump.

n. “Gravity Sewer Line” or “Gravity Sewer” means any pipe that is owned or operated by the City that receives, contains, and conveys wastewater not normally under pressure, but is intended to flow unassisted under the influence of gravity.

o. “IEPA” means the Illinois Environmental Protection Agency and any

successor departments or agencies of the State.

p. “Infiltration” means water other than wastewater that enters the Sewer System (including sewer service connections and foundation drains) from the ground through such means as defective pipes, pipe joints, connections, or manholes.

q. “Inflow” means water other than wastewater that enters the Sewer System (including sewer service connections) from sources such as, but not limited to, roof leaders, cellar drains, yard drains, area drains, drains from springs and swampy areas, manhole covers, cross connections between storm sewers and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage.

r. “I/I” means the total quantity of water from Infiltration, Inflow, and rainfall dependent Infiltration and Inflow, without distinguishing the source.

s. “Month” means one calendar month running from the numbered day to the same numbered day of the following calendar month, regardless of whether the particular month has 28, 29, 30 or 31 days. In the event a triggered event would occur on a day of the month which does not exist (for example, on February 30), then the event shall be due on the first day of the following month (for example, March 1).

t. “Paragraph” means a portion of this Decree identified by an Arabic numeral.

u. “Parties” means the United States, the State, and Defendant.

v. “Private Lateral” means a sanitary sewer conveyance pipe that extends from the City’s sewer to the single-family, multi-family, apartment, or other dwelling unit or commercial or industrial structure to which wastewater service is or has been provided.

w. “Pump Station” or “Lift Station” means facilities that are owned or operated by the City, comprised of pumps that lift wastewater to a higher hydraulic elevation, including all related electrical, mechanical, and structural systems necessary to the operation of that facility.

x. “Sanitary Sewer Overflow” or “SSO” means any discharge of wastewater to waters of the United States or waters of the State from the Sewer System that occurs at a location other than an NPDES permitted outfall, as well as any overflow, spill, or release of wastewater to public or private property from the Sewer System that may not have reached waters of the United States or the State, including all Building Backups.

y. “Sewer System” means the wastewater collection, retention and transmission system, including all pipes, Force Mains, Gravity Sewer Lines, Pump Stations, pumps, manholes, and associated equipment and structures, which are owned or operated by the City.

z. “Section” means a portion of this Decree identified by a Roman numeral.

aa. “Sewer Subdistrict” means the City-defined subdivisions of the Sewer System containing sewers that are primarily hydraulically linked.

bb. “Surcharge” means the condition that exists when the surface of the wastewater in manholes rises above the top of the sewer pipe, or when a Gravity Sewer is under pressure or head, rather than at atmospheric pressure.

cc. “State” means the State of Illinois.

dd. “Targeted Dry Weather SSO areas” are locations of known SSOs that have occurred during dry weather in the City, including the North 82nd Street cleanout pipe, Pocket Road and Missouri Avenue (lift station #5), and Lauralee Drive (lift station

#22) (see Targeted Dry-Weather SSO Corrective Action Plan in Attachment 1 to Appendix A).

ee. “United States” means the United States of America, acting on behalf of EPA.

ff. “Wastewater” means used water discharged into the Sewer System from domestic, commercial and industrial sources.

gg. “Wet Weather SSO Investigation Plan” means the Wet Weather SSO Investigation Plan developed and submitted by the City pursuant to the parties’ Administrative Order on Consent, and approved by EPA on March 21, 2023 (see Wet Weather SSO Investigation Plan, attached as Appendix B).

hh. “Work” means all activities the City is required to perform under this Consent Decree.

V. CIVIL PENALTY

8. Within 30 Days after the Effective Date, Defendant shall pay the sum of \$30,000 as a civil penalty to the United States, together with interest accruing from January 12, 2023, at the rate specified in [28 U.S.C. § 1961](#) as of the date of lodging.

9. Defendant shall pay the \$30,000 civil penalty plus interest due to the United States by FedWire Electronic Funds Transfer to the DOJ account, in accordance with instructions provided to Defendant by the Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the Southern District of Illinois after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (“CDCS”) number, which Defendant shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

Mayor, City of Cahokia Heights
103 Main Street
Cahokia Heights, Illinois 62206
Currently: Curtis McCall Sr.
ymccall@cahokiaillinois.org

With a copy to:

Erica M. Spitzig
Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, Ohio 45202
espitzig@taftlaw.com

on behalf of Defendant. Defendant may change the individual to receive payment instructions on its behalf by providing written notice of such change to DOJ and EPA in accordance with Section XVII (Notices).

10. At the time of payment, Defendant shall send notice that payment has been made: (i) to EPA via email at cinwd_acctsreceivable@epa.gov or via regular mail at EPA Cincinnati Finance Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; (ii) to DOJ via email or regular mail in accordance with Section XVII; and (iii) to EPA in accordance with Section XVII. Such notice shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in *United States v. City of Cahokia Heights* and shall reference the civil action number, CDCS Number, and DOJ case number 90-5-1-1-12434.

11. Defendant shall not deduct any penalties paid under this Decree pursuant to this Section or Section XI (Stipulated Penalties) in calculating its federal or State income tax.

VI. COMPLIANCE REQUIREMENTS

A. General Compliance Obligations

12. Compliance with CWA, Illinois Environmental Protection Act, and Illinois Wastewater Collection System State Operating Permit. The City shall operate and maintain the Sewer System so as to comply with the CWA, the Illinois Environmental Protection Act, the Illinois Pollution Control Board regulations, and any applicable Illinois Wastewater Collection System State Operating Permit. The City agrees that it is obligated to comply at all times with the CWA, the Illinois Environmental Protection Act, the Illinois Pollution Control Board regulations, and any applicable Illinois Wastewater Collection System State Operating Permit and that SSOs are prohibited by the CWA, the Illinois Environmental Protection Act, the Illinois Pollution Control Board regulations, and its Illinois Wastewater Collection System State Operating Permit.

13. Obligation to Perform Work. All Work shall be performed using sound engineering practices so that the construction, management, operation and maintenance of the Sewer System will allow the City to comply with the CWA, the Illinois Environmental Protection Act, the Illinois Pollution Control Board regulations and any applicable Illinois Wastewater Collection System State Operating Permit. Sound engineering practices may include appropriate provisions of the Handbook: Sewer System Infrastructure Analysis and Rehabilitation, EPA/625/6-91/030, 1991; Existing Sewer Evaluation and Rehabilitation, WEF MOP FD-6, 2009; Computer Tools for Sanitary Sewer System Capacity Analysis and Planning, EPA/600/R-07/111, October 2007; EPA's Creating Resilient Water Utilities (CRWU) Initiative, found at <https://www.epa.gov/crwu>; and EPA's Climate Resilience Evaluation and Awareness Tool Version 3.0 (CREAT 3.0), referenced at EPA 815-B-16-004, May 2016 and currently at

<https://www.epa.gov/crwu/build-climate-resilience-your-utility>; and Illinois Recommended Standards for Sewage Works, 35 Ill. Adm. Code Part 370. All work involving cured-in-place-pipe (“CIPP”) lining will be performed in accordance with the applicable ASTM standard(s).

14. Upon the Effective Date, the City shall employ a minimum of two full time staff persons with valid Illinois EPA Voluntary Collection System Operator certification. Within one year of the Effective Date, the City shall employ at least three full time staff persons with valid Illinois EPA Voluntary Collection System Operator certification. Within two years of the Effective Date, the City shall employ at least four full time staff persons with valid Illinois EPA Voluntary Collection System Operator certification.

B. Public Participation Plan

15. No later than four months after the Effective Date, the City shall develop and submit for EPA review and approval, after consultation with the State, a Public Participation Plan that describes how it will involve the public in addressing Sewer System improvements. The Public Participation Plan shall include, but not be limited to, the following:

- a. The means by which the City shall make information pertaining to the Work to be conducted pursuant to Section VI of the Decree, available for public review; and
- b. The means by which the City shall conduct public meetings regarding the storm or sewer infrastructure improvements at least twice per year.
- c. The means by which the City shall comply with Paragraph 17.

16. Within three (3) months of approval of the Public Participation Plan by EPA, and no later than December 15th of each year thereafter, the City shall publish the schedule of public meetings for the next year on its website and distribute the schedule via flyers delivered to each

occupied residential address in the City and via email (where available). The City shall also post the schedule and make copies of the schedule available in public places such as City Hall and the City library. If any meetings are rescheduled or scheduled in addition to the published yearly schedule, the City shall notify residents via flyers delivered to each occupied residential address in the City, email, and phone calls. For any meetings that are rescheduled or scheduled in addition to the published yearly schedule, the City shall provide notice of the meeting at least two weeks prior to the new meeting date. The City may provide additional notice or provide notice by additional means.

17. The City shall provide notices regarding sewer emergencies, planned sewer repairs, and storm or sewer infrastructure improvements by email (where available), phone, flyers, and signage. The City may provide notice by additional means. The City shall provide such notices to, at a minimum, residents of the affected neighborhoods and to any other city residents who request to receive such notices. The notices shall include the dates planned work is expected to begin and conclude, location, description of emergency or work, and any road closures. Notice of planned repairs or improvements shall be at least 7 days in advance.

C. Phase 1 Work

18. Implementation of Targeted Dry-Weather SSO Corrective Action Plan. The City shall complete implementation of the Targeted Dry-Weather SSO Corrective Action Plan, in accordance with the requirements and schedule in Attachment 1 to Appendix A (Early-Action Capital Improvement Projects) of this Decree.

19. Early Action Capital Improvement Projects. Based on previous investigations, the City has identified projects intended to remediate conditions that are causing SSOs, which shall be referred to as “Early Action Capital Improvement Projects.” The Early Action Capital

Improvement Projects are identified and described in Appendix A. The City shall complete all Early Action Capital Improvement Projects in accordance with the schedules set forth in Appendix A.

20. Emergency Power for Lift Stations: On April 26, 2024 the City ordered three mobile generators for use at lift stations during power outages. Upon receipt of the generators, the City shall continue to have and maintain at least three mobile generators for use at lift stations during power outages.

21. Phase 1 Monitoring Program: Upon completion of the Targeted Dry Weather Corrective Action Plan (Paragraph 18 and Attachment 1 to Appendix A), all Early Action Capital Improvement Projects (Paragraph 19 and Appendix A), and implementation of the Phase 1 Sewer Condition Rehabilitation Plan (Paragraph 29), the City shall implement a Phase 1 Monitoring Program pursuant to the requirements in Appendix E (Phased Monitoring Program Requirements) to this Consent Decree.

22. Sewer Cleaning. The majority of the Sanitary Sewer System will be cleaned under the Wet-Weather SSO Investigation Plan and Appendix A. The City shall complete cleaning, televising, smoke testing, and cured in place pipe lining of the following areas of the Sanitary Sewer System not addressed by the Wet Weather SSO Investigation Plan (Appendix B) or the Early Action Capital Improvement Projects (Appendix A) by December 31, 2036: sewers in the vicinity of Church Rd & I-255; neighborhood NE of I-255 and IL 157 interchange; vicinity of Paris Ave; neighborhoods north of Jerome Lane; neighborhood bounded roughly by IL Rt 157, IL Rt 3, and Canadian Northern RR (formerly Missouri Pacific RR); and neighborhoods west of Il Rt 3 and Water Street. For purposes of this Consent Decree, “cleaning” is the process of removing debris from the interior of the sewer pipe.

23. Implementation of Wet-Weather SSO Investigation Plan: The City shall implement the Wet-Weather SSO Investigation Plan in accordance with the requirements and schedule in Appendix B (Wet-Weather SSO Investigation Plan) of this Decree. Pipe and manhole inspections completed pursuant to the Wet Weather SSO Investigation Plan shall be performed in accordance with Appendix D, by persons with NASSCO certification to perform such inspections.

24. Sewer Mapping Program. Within nine Months after the Effective Date of this Consent Decree, the City shall submit to EPA for review and approval, after consultation with the State, a Sewer Mapping Program Plan to update its existing Sewer System maps. The City shall fully implement all aspects of the Sewer Mapping Program Plan within five years of EPA approval. At minimum, the Sewer Mapping Plan shall:

- a. Enable the City to produce maps of the Sewer System using Geographic Information System (“GIS”) technology;
- b. Enable the City to produce maps showing the location of all manholes, Gravity Sewer Lines, Pump Stations, Force Mains, and valves;
- c. Enable the City to produce maps that include attribute data for the Sewer System including, but not limited to, size, material, estimated age or age range, slope, invert elevation, and rim elevation;
- d. Enable the City to produce maps that delineate the spatial boundaries of all Sewer Districts;
- e. Enable the City to produce maps that can integrate electronically available maps that show the location of surface streets and street addresses, surface water bodies and political boundaries;

- f. Enable the City to produce maps that can be used by all Sewer System operation and maintenance crew leaders in the field;
- g. Allow integration of work orders into the GIS map of the system to identify and track problems geographically such as stoppages, service interruptions, and SSOs, and to assist in the planning and scheduling of maintenance;
- h. Include written standard operating procedures for use of the program, including entry of updated mapping data for new Sewer System assets (e.g., pumps, manholes), or changes to existing assets, and updates to system software; and
- i. Include a schedule with interim deadlines for the completion of the electronic mapping of the City's Sewer System within 5 years of EPA plan approval.

25. Advanced Monitoring Program. The City shall implement a Chronic SSO Advanced Monitoring Program, and a Flow, Rainfall, and Groundwater Monitoring Program in accordance with the requirements in Appendix C (Advanced Monitoring Program Requirements) of this Decree.

26. Phase 1 Sewer Condition Assessment Report: By April 30, 2030, the City shall develop and submit to EPA for review and approval, after consultation with the State, a Phase 1 Sewer Condition Assessment Report, based on sewer condition information gathered prior to submittal of the report under the Wet-Weather SSO Investigation Plan and areas addressed by Early Action Capital Improvement Projects (Appendix A) and Targeted Dry-Weather SSO Corrective Action Plan (Paragraph 18 and Attachment 1 to Appendix A). The Phase 1 Sewer Condition Assessment Report shall include the following information:

- a. the total miles of Gravity Sewer Lines assessed;
- b. the total miles of Gravity Sewer Lines inspected by CCTV and the total

miles of Gravity Sewer Lines inspected by other internal inspection methods;

c. the total number of manholes assessed and whether any manholes are inaccessible, because, for instance, they have been paved over;

d. the NASSCO Pipeline, Lateral, and Manhole Assessment Certification Programs (PACP) rating scores for all sewer lines and manholes assessed within each Sewer Subdistrict, pursuant to Appendix D (Sewer Condition Assessment and Rehabilitation Program);

e. Legible map(s) of the condition assessment results for each Sewer Subdistrict, depicting the location of each asset and the condition assessment result; and

f. the miles of sewer lines and number of manholes condition-rated as Category E or D by the NASSCO PACP and manhole rating systems set forth in Appendix D, or otherwise found to have defects that warrant rehabilitation measures

27. Integration into Sewer System GIS Program. The City shall import the results of its Sewer Condition Assessment Report into the City's Sewer System GIS system, described more fully in Paragraph 24 (Sewer Mapping Program), to, at a minimum, record for each associated asset the location (coordinates) and objective numeric rating given to the asset and the date it was assessed, within 90 days of completion of the Sewer Condition Assessment Report.

28. Phase 1 Sewer Condition Rehabilitation Plan. By April 30, 2030, the City shall submit to EPA for review and approval, after consultation with the State, a Phase 1 Sewer Condition Rehabilitation Plan, based on the Phase 1 Sewer Condition Assessment Report (Paragraph 26). The Phase 1 Sewer Condition Rehabilitation Plan shall specifically identify how the City will rehabilitate all sewer lines and/or manholes condition-rated as Category E or D by the NASSCO PACP and manhole rating systems set forth in Appendix D (Sewer Condition

Assessment and Rehabilitation Program), and other defects that warrant rehabilitation measures. The Phase 1 Sewer Condition Rehabilitation Plan shall include a detailed schedule for all Work under the Plan.

29. Implementation of Phase 1 Sewer Condition Rehabilitation Plan. The City shall complete the Work in the Phase 1 Sewer Condition Rehabilitation Plan, set forth in Paragraph 28, in accordance with the EPA approved Phase 1 Sewer Condition Rehabilitation Plan schedule.

30. Reporting Completion of Phase 1 Work. As part of the Semi-Annual Report submitted pursuant to Paragraph 75 of this Consent Decree, the City shall include a tabular summary of all Work completed pursuant to Paragraphs 18, 19, 22, 23 and 29, that were completed in the applicable reporting period. The summary shall identify each completed rehabilitation project and cleaning effort by Sewer Subdistrict, name of project, and completion date and shall provide the following rehabilitation figures: miles of Gravity Sewer Lines and number of manholes rehabilitated, and miles of sewer lines cleaned. The summary shall also identify any failures to meet the schedules of the plans identified in Paragraphs 18, 19, 22, 23 and 29. The City shall also attach legible maps identifying the manholes and sewer lines that were rehabilitated and cleaned with each Sewer Subdistrict.

D. Phase 2: Sewer Condition and Capacity Assessment and Remediation Program

31. Sewer Capacity Alternatives Analysis Plan. If, after review of the Phase 1 Monitoring Report (Appendix E, Section II.B), EPA determines, after consultation with the State, that the results of the Phase 1 Monitoring Program show that the Sewer System Work set forth in Paragraphs 18 through 29 of the Consent Decree has not successfully eliminated capacity-related SSOs, EPA shall notify the City. Within 6 months of EPA's notice, the City shall develop and submit to EPA for review and approval, after consultation with the State, a

Sewer Capacity Alternatives Analysis Plan in accordance with the requirements in Appendix F (Sewer Capacity Alternatives Analysis and Remediation Program Requirements).

32. Sewer Capacity Remediation Plan. The City shall complete the Sewer Capacity Alternatives Analysis Plan and prepare a Sewer Capacity Remediation Plan for Sewer Capacity Constraints pursuant to Appendix F, including a schedule for completing each remediation project. The Sewer Capacity Remediation Plan shall be submitted to EPA for review and approval, after consultation with the State, within 180 Days after EPA approval of the Sewer Capacity Alternatives Analysis Plan. The City may propose developing the Sewer Capacity Remediation Plan in multiple phases, or develop an integrated plan for Phase 2, in order to allow the City to sequence projects based on the availability of financial resources and, where possible, to prioritize projects based on cost effectiveness, the greatest environmental and public health impacts, and coordination with regional flood control projects.

33. Implementation of the Sewer Capacity Remediation Plan. The City shall complete the Work in the Sewer Capacity Remediation Plan, set forth in Paragraph 32, in accordance with the EPA approved Sewer Capacity Remediation Plan schedule.

34. Reporting Completion of Sewer Capacity Remediation Projects. As part of the Semi-Annual Report submitted pursuant to Paragraph 75 of this Consent Decree, the City shall provide a tabular summary of all sewer capacity remediation projects identified and scheduled in the Sewer Capacity Remediation Plan, pursuant to Paragraphs 31 and 32, that were completed in the applicable reporting period. The summary shall identify each remediation project by name and completion date, and shall provide the following remediation figures: miles of Gravity Sewer Lines addressed, number of Force Mains upgraded for capacity improvements, and number of Lift Stations upgraded for capacity improvements. The summary shall also identify any failures

to meet the schedules of the plans identified in Paragraphs 31 and 32. The City shall also attach a legible map identifying the Force Mains, Lift Stations and sewer lines that were remediated.

35. Phase 2 Sewer Condition Assessment Report: By April 30, 2037, the City shall develop and submit to EPA for review and approval, after consultation with the State, a Phase 2 Sewer Condition Assessment Report, based on sewer condition information gathered under the Wet-Weather SSO Investigation Plan (Appendix B) for areas not covered under Phase 1. The Phase 2 Sewer Condition Assessment Report shall include the same type of information and format as the Phase 1 Sewer Condition Assessment Report (Paragraph 26.a-f.).

36. Phase 2 Sewer Condition Rehabilitation Plan. By April 30, 2037, the City shall submit to EPA for review and approval, after consultation with the State, a Phase 2 Sewer Condition Rehabilitation Plan specifically identifying how the City shall rehabilitate all remaining sewer lines and/or manholes condition-rated as Category E or D by the NASSCO PACP and manhole rating systems set forth in Appendix D (Sewer Condition Assessment and Rehabilitation Program), and other defects that warrant rehabilitation measures. The Phase 2 Sewer Condition Rehabilitation Plan shall include a detailed schedule for the sewer condition rehabilitation measures.

37. Implementation of Phase 2 Sewer Condition Rehabilitation Plan. The City shall complete the Work in the Phase 2 Sewer Condition Rehabilitation Plan, set forth in Paragraph 36, in accordance with the EPA-approved Phase 2 Sewer Condition Rehabilitation Plan schedule.

38. Reporting of Phase 2 Rehabilitation Work. As part of the Semi-Annual Report submitted pursuant to Paragraph 75 of this Consent Decree, the City shall include a tabular summary of all Work completed pursuant to Paragraph 37 that was completed in the applicable reporting period. The summary shall identify each completed rehabilitation project and cleaning

effort by Sewer Subdistrict, name of project, and completion date and shall provide the following rehabilitation figures: miles of Gravity Sewer Lines and number of manholes rehabilitated, and miles of sewer lines cleaned. The summary shall also identify any failures to meet the schedules of the plan identified in Paragraph 37. The City shall also attach legible maps identifying the manholes and sewer lines that were rehabilitated and cleaned with each Sewer Subdistrict.

39. Phase 2 Monitoring Program: Upon completion of all remediation projects set forth in the Sewer Capacity Remediation Plan and Phase 2 Sewer Condition Rehabilitation Plan, the City shall implement a Phase 2 Monitoring Program pursuant to the requirements in Appendix E (Phased Monitoring Program Requirements) to this Consent Decree.

40. Corrective Measures. If the Phase 2 Monitoring Program results indicate that the City has not eliminated SSOs in the Sewer System, the City shall propose a corrective measures plan, pursuant to Appendix E, Section III.B.4., identifying additional Sewer System remediation projects necessary to eliminate SSOs. Provided, however, that if the City demonstrates that an SSO would not have occurred but for conditions in the City of East St. Louis sewer system the City shall not be obligated to propose corrective measures to eliminate such SSOs. Upon approval of the corrective measures plan by EPA, after consultation with the State, the City shall implement the corrective measures pursuant to the schedule set forth therein. The City may propose developing and implementing any corrective measures required under this Paragraph 40 in multiple phases, or develop an integrated plan, in order to allow the City to sequence projects based on the availability of financial resources and, where possible, to prioritize projects based on cost effectiveness, the greatest environmental and public health impacts, and coordination with regional flood control projects.

E. Sewer System Management, Operations and Maintenance.

41. Capacity, Management, Operations and Maintenance Program. Upon the Effective Date, the City shall implement the CMOM program included in Appendix G. The City shall update the CMOM program annually, with changes highlighted. The first annual CMOM update shall be submitted to EPA for review and approval, after consultation with the State, no later than 12 Months after the Effective Date of this Consent Decree. Subsequent annual updates shall be submitted no later than 12 Months after the previous year's submittal for each year thereafter. The first annual CMOM update shall include a plan and schedule for recleaning sewers on an ongoing basis. All CMOM program updates shall be developed in accordance with EPA CMOM guidance (available online at <https://www.epa.gov/npdes/npdes-ssso-technical-reports-and-materials>). The City shall ensure that each CMOM program component has a written, defined purpose; a written, defined goal; is documented in writing with specific detail; is implemented by trained personnel; has established performance measures; and has written procedures for periodic review. The City shall place copies of the annual updates on the City's website in accordance with the provisions of Paragraph 64. The Parties recognize that the City may need or want to revise the CMOM Program during the term of this Consent Decree. Such revisions shall not be considered modifications to the Consent Decree for purposes of Section XX (Modification). The City must obtain the EPA's prior written approval, made after consultation with the State, of any revision to the substance of the CMOM program required by this Consent Decree. The City may make non-substantive changes to the CMOM program required by this Consent Decree and shall provide a copy of any revised Program to the EPA and IEPA with changes highlighted within seven Days after making such revision. Such changes remain in effect unless EPA, after consultation with the State, disapproves of them in writing.

42. Phase 1 CMOM Update. In addition to the annual CMOM updates required by Paragraph 41, the City shall update the CMOM after completion of Phase 1 Work in Paragraphs 18, 19 and 29, in accordance with the requirements in Appendix G (Capacity, Management, Operations, and Maintenance Program) of this Decree.

43. Private Lateral Program. No later than 36 Months after completion of the Phase 1 Monitoring Plan pursuant to Paragraph 21 and Appendix E, the City shall submit to EPA for review and approval, after consultation with the State, a plan, including a schedule, to reduce and, where possible, eliminate I/I to the Sewer System from Private Laterals and improper connections to the Sewer System. The plan may include activities designed to encourage property owners to inspect and repair Private Laterals and remove improper connections, such as public education and communication initiatives; incentive programs; and other measures. The plan may include use of or incentives for installation of backflow preventers on private laterals. The plan shall take into consideration Private Laterals on properties that have been abandoned. The City shall implement the plan pursuant to the EPA approved schedule.

44. Adaptive Management. At any time during implementation of this Decree, the City may submit to EPA for review and approval, after consultation with the State, a proposal to revise interim deadlines and/or provide alternative projects to one or more approved Early Action Capital Improvement Projects, Sewer Condition Rehabilitation Program projects, or Sewer Capacity Remediation Program projects because of changes in watershed approaches, priorities, technologies, methods, lower cost, or other information through the concepts of “adaptive management,” provided that the alternative project(s) will provide comparable control of annual SSO volume as the original project(s). Each proposal under this Paragraph shall:

- a. Provide detailed project information (such as the size and length of new sewer lines, type of sewer infrastructure rehabilitation, number of inflow source disconnections, the volume of storage, or the anticipated discharge volume reduction);
- b. Include an implementation schedule for completion of the revised and/or alternative project(s) by the same completion date as the original project(s) set forth in this Consent Decree and plans approved by EPA under this Consent Decree;
- c. Demonstrate that any revised and/or alternative project(s) will achieve equal or better environmental benefits, compared to the original project(s);
and
- d. Include a description of the public engagement process concerning the revised and/or alternative project(s).

Approved revisions to interim deadlines that do not extend project final completion deadlines and approved project revisions under this Paragraph shall not require approval of the Court.

VII. ILLINOIS ENVIRONMENTAL PROJECT

45. The City shall implement and satisfactorily complete the following Illinois Environmental Project (“IEP”), consisting of projects to repair individual residents’ Private Laterals so as to reduce inflow and infiltration into the City’s Sewer System, in accordance with this Consent Decree, by December 31, 2026.

46. Funding for the IEP will be drawn from grants through the Centreville Tax Increment Financing District. The City shall spend at least \$350,000 to complete the IEP.

47. “Satisfactory completion” of the IEP shall include the completion of repair or replacement of defective Private Laterals and installation of backflow preventers at one hundred (100) Eligible Properties, at no cost to residents and/or property owners.

48. “Eligible Properties” are residential properties in the Centreville Tax Increment Financing District, including both rental properties with owner consent and owner-occupied properties. Both residents and owners may apply to the City for participation in the project and the City may identify Eligible Properties of its own accord. In the case of an application from a resident in a rental property, the City shall make good faith efforts to obtain consent from the owner.

49. In the event more Eligible Properties apply for the IEP than there are funds available, the City shall prioritize work for households with documented medical concerns and expenses, residents over the age of 65, and low-income residents; then, work in areas that have had the greatest environmental impact from excess I/I.

50. In the event that the City is unable to identify one hundred (100) Eligible Properties on which to perform Private Lateral repairs or replacements, or installation of backflow preventers, the City may seek State approval to perform other environmentally beneficial work, including but not limited to removal of illicit connections, sealing laterals on abandoned properties, and improvements to stormwater infrastructure, within the Centreville Tax Increment Financing District.

51. The City anticipates that a typical project to repair/replace a Private Lateral and install a backflow prevention device will include the following elements, as applicable: negotiating agreement/access with property owner and/or resident; survey; utility location; mobilization of equipment; clearing of vegetation and/or debris; excavation and removal of

existing lateral (or a portion thereof); installation of new lateral (or portion thereof) and connection to existing sewer and lateral pipe; installation of cleanout and backflow prevention device; backfill excavation; surface restoration; demobilization; final inspection and report; and invoicing and payment. The City estimates that the average project to repair/replace a Private Lateral and install a backflow prevention device will cost approximately \$3,500. The City will cover the full cost of Private Lateral repair/replacement and backflow preventer installation performed under the IEP at Eligible Properties; provided, however, that projects substantially exceeding this estimated cost may be considered on a case-by-case basis based on availability of funds, documented need, and environmental impact, with pre-approval of the State.

52. Within ninety (90) days after the Effective Date, the City shall develop and post on the City's website a list of pre-qualified plumbers and contractors who will complete the work. All work shall be completed in compliance with applicable standards, including, as to plumbing work, the Illinois Plumbing License Law, 225 ILCS 320/0.01 *et seq.* The City shall complete repairs using pre-qualified plumbers and contractors or, when appropriate, utilize City staff.

53. In addition to retaining contractors and plumbers and, when appropriate, utilizing City staff, the City may opt to reimburse owners of Eligible Properties for the full cost of repair/replacement of Private Laterals, installation of backflow preventers, and associated costs. If so, the City shall develop and submit to the State for review and approval a process for owners of Eligible Properties to seek pre-approval from the City of work to be performed by pre-qualified plumbers and contractors consistent with Paragraph 51 above, and for the City to review and approve reimbursement applications, ensuring that reimbursements are made within

ninety (90) days of submission. Upon the State's approval of the reimbursement process, the City shall implement the reimbursement process as approved.

54. Within ninety (90) days after the Effective Date, the City shall develop and submit to the State for review and approval a communications plan to advertise the program to residents and owners and encourage participation. Upon the State's approval of the communications plan, the City shall implement the communications plan through the duration of the IEP.

55. For all projects completed using contractors or plumbers engaged by the City, and/or using City staff, the City shall coordinate property access for all repair work with the owner and/or resident to minimize disruptions to residential life to the extent possible, and shall identify a point of contact for each project who will keep both residents and owners of Eligible Properties informed of progress on the work and the estimated timeline for completion, including by providing at least 72 hours' advance notice to residents and owners of any expected water shut-offs, required access to areas inside the home, or other significant disruptions to residential life; provide a summary of the work done upon completion; and provide residents and owners an opportunity to ask questions and have any concerns addressed. On such projects completed using contractors or plumbers engaged by the City, or using City staff, the City—or the contractor or plumber conducting the work—must restore the property to its pre-project state, including by removing all debris caused by project work and restoring disrupted landscaping and lawns.

56. The City certifies that it is not required, and has no liability under federal, State, regional, or local law or regulation or pursuant to any agreements or orders of any court, to perform or develop the projects identified in Paragraph 47 above. The City further certifies that it has not applied for or received, and will not in the future apply for or receive (i) credit as a

Supplemental Environmental Project or other penalty offset in any other enforcement action for the projects set forth in Paragraph 47 above; (ii) a deduction from any federal, State, regional, or local tax based on its participation in, performance of, or incurrence of costs related to the projects set forth in Paragraph 47 above.

57. The City shall include in the Semi-Annual Reports due under Section X reports for the projects being performed pursuant to this Section. Such reports shall contain the following information with respect to each of the projects:

a. A detailed description of the project as implemented, including but not limited to: (i) the addresses of Eligible Properties where Private Laterals have been repaired/replaced and backflow preventers have been installed; (ii) the addresses of owners of Eligible Properties who have applied to the City for pre-approval of work, and/or reimbursement for same; and (iii) any other work performed under the IEP during the reporting period, and the address of its location;

b. An itemized list of actual costs expended during the reporting period, including, for projects completed pursuant to Paragraph 53 above, all documentation relied upon in support of reimbursement, and all costs planned to be expended during the following six months; and

c. An explanation of any difficulties or delays in the implementation of the IEP.

58. On or before January 30, 2027, the City shall submit an IEP Completion Report to the State for review and approval. The IEP Completion Report shall contain all of the following information:

- a. A detailed description of the IEP as implemented, including but not limited to the addresses of Eligible Properties where Private Laterals have been repaired/replaced and backflow preventers have been installed, or any other work has been performed under the IEP and the nature of that work;
- b. A description of any problems encountered in completing the IEP and the solutions thereto;
- c. An itemized list of all eligible IEP costs expended, including, for projects completed pursuant to Paragraph 53 above, all documentation relied upon in support of reimbursement;
- d. Certification that the IEP has been fully implemented pursuant to the provisions of this Decree; and
- e. A description of the environmental and public health benefits resulting from implementation of the IEP (with a quantification of the benefits and pollutant reductions, if feasible).

59. The State may, in its sole discretion, require information in addition to that described in the preceding Paragraph, in order to evaluate the City's IEP Completion Report.

60. After receiving the IEP Completion Report, the State shall notify the City whether or not the City has satisfactorily completed the IEP. If the City has not completed the IEP in accordance with this Consent Decree, stipulated penalties may be assessed by and are payable to the State under Section XI of this Consent Decree.

61. Disputes concerning the satisfactory performance of the IEP and the amount of eligible IEP costs may be resolved under Section XIII of this Decree (Dispute Resolution). For

purposes of disputes concerning the satisfactory performance of the IEP and the amount of eligible IEP costs: the position of the State shall be considered binding for purposes of Paragraph 100 of the Consent Decree; the Statement of Position in Paragraph 102 shall be issued by the State; and the State shall respond to any motion filed by the City under Paragraph 104. No other disputes arising under this Section shall be subject to Dispute Resolution.

62. Each submission required under this Section shall be signed by an official with knowledge of the IEP and shall bear the certification language set forth in Paragraph 73 of the Consent Decree.

63. Any public statement, oral or written, in print, film, or other media, made by the City making reference to the IEP under this Decree from the date of its execution of this Decree, shall include the following language:

“This project was undertaken in connection with the settlement of an enforcement action, United States et al. v. City of Cahokia Heights, taken on behalf of the U.S. Environmental Protection Agency and the State of Illinois to enforce the Clean Water Act and the Illinois Environmental Protection Act.”

VIII. REVIEW AND APPROVAL OF SUBMITTALS

64. Public Availability of Deliverables. The City shall post a copy of each Deliverable on the City’s website within 30 Days of submitting the Deliverable to EPA. If EPA or IEPA requires a modification of a Deliverable, the City shall post its resubmission within 30 Days of submission to EPA. The City shall post the final approved version of the Deliverable on the website within 30 Days of EPA and IEPA approval, as applicable, and shall note that the version is final. The City shall redact any personal identifying information, such as residential addresses, from the version of each Deliverable posted on its website. The City shall also post all approval and disapproval letters received from the EPA and IEPA.

65. Copy to IEPA. The City shall provide a copy of any Deliverable to IEPA at the same time such Deliverable is due to the EPA.

66. Approval of Deliverables. After review of any plan, report, or other item that is required to be submitted for approval pursuant to this Consent Decree, EPA, after consultation with the State, will in writing: (a) approve the submission; (b) approve the submission upon specified conditions; (c) approve part of the submission and disapprove the remainder; or (d) disapprove the submission.

67. If the submission is approved pursuant to Paragraph 66(a), Defendant shall take all actions required by the plan, report, or other document, in accordance with the schedules and requirements of the plan, report, or other document, as approved. If the submission is conditionally approved or approved only in part pursuant to Paragraph 66(b) or (c), Defendant shall, upon written direction from EPA, after consultation with the State, take all actions required by the approved plan, report, or other item that EPA determines are technically severable from any disapproved portions.

68. If the submission is disapproved in whole or in part pursuant to Paragraph 66(c) or (d), Defendant shall, within 45 Days or such other time as the Parties agree to in writing, correct all deficiencies and resubmit the plan, report, or other item, or disapproved portion thereof, for approval, in accordance with the preceding Paragraphs. If the resubmission is approved in whole or in part, Defendant shall proceed in accordance with the preceding Paragraph.

69. If a resubmitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, EPA, after consultation with the State, may again require Defendant to correct

any deficiencies, in accordance with the preceding Paragraphs or may itself correct any deficiencies.

70. If Defendant elects to invoke Dispute Resolution as set forth in Section XIII, concerning a decision by EPA to disapprove, approve on specified conditions, or modify a deliverable, Defendant shall do so by sending a Notice of Dispute in accordance with Paragraph 100 within 30 Days (or such other time as the Parties agree to in writing) after receipt of the applicable decision.

71. Any stipulated penalties applicable to the original submission, as provided in Section XI, accrue during the period specified in Paragraph 68, but shall not be payable unless the resubmission is untimely or is disapproved in whole or in part; provided that, if the original submission was so deficient as to constitute a material breach of Defendant's obligations under this Decree, the stipulated penalties applicable to the original submission shall be due and payable notwithstanding any subsequent resubmission.

72. Permits. Where any compliance obligation under this Section requires Defendant to obtain a federal, state, or local permit or approval, Defendant shall submit timely and complete applications and take all other actions necessary to obtain all such permits or approvals. Defendant may seek relief under the provisions of Section XII (Force Majeure) for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval required to fulfill such obligation, if Defendant has submitted timely and complete applications and has taken all other actions necessary to obtain all such permits or approvals.

73. Certification. Each deliverable, notice, document, or report submitted to the United States and State pursuant to this Consent Decree, shall be signed by an official of the submitting party and include the following certification:

I certify under penalty of perjury 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 the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than 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.

IX. FUNDING

74. It is the City's responsibility to determine how best to fund the Work. If the City believes financial capability considerations would impact its ability to meet a schedule for specific Work under this Decree, the City may submit a request to modify that schedule. The City may demonstrate its financial capability considerations by providing documentation contemplated by EPA's March 2024 Clean Water Act Financial Capability Assessment Guidance (or any subsequently issued EPA financial capability guidance) and any other information the City believes will help to demonstrate the impact of the current schedule on the community and the need for alternative funding. The City may propose to make this demonstration using other financial or economic information as determined by EPA and the State, documenting its efforts to obtain the necessary funding and demonstrating its inability to fund (whether by raising sewer rates or other means) the specific Work as scheduled, and considering public health and environmental impacts of a modified schedule. In addition to the required documentation, the City shall specify which deadlines or schedule cannot be complied with, and propose, for EPA review and approval, in consultation with the State, a revised

schedule or deadline(s) that are as expeditious as feasible and in no event longer than an additional five years.

X. REPORTING REQUIREMENTS

75. Defendant shall submit the following reports to DOJ, EPA and the State at the addresses set forth Section XVII (Notices):

- a. Semi-Annual Reports. By July 31st and January 31st of each year after the lodging of this Consent Decree, until termination of this Decree pursuant to Section XXI, Defendant shall submit a semi-annual report for the preceding six Months that includes:
 - (i) a description of the actions that have been taken toward achieving compliance with this Consent Decree during the preceding six Months, including an assessment of the milestones due, whether they were met, and, if not, what actions were taken or planned to meet the milestones, the timeline for meeting those milestones, and any impact on future milestones;
 - (ii) an assessment of the effectiveness of such actions in preventing;
 - (iii) a summary of all SSO- and Backup-related customer complaints that occurred during the preceding six Months;
 - (iv) a summary of all SSOs and Backups that occurred during the preceding six Months;
 - (v) an analysis of the cause of each SSO and Backup; and
 - (vi) a listing of funds expended on each action taken toward achieving compliance during the previous semi-annual period, estimated costs of all planned Work under the Consent Decree, funding received during the reporting period, and the funding available for ongoing and future Work under the Consent Decree, including planned use of all funding.If there is a shortfall of funding for future Work, the report shall also include a description of efforts taken to obtain funding and a plan for covering the shortfall. The summary of SSOs and Backups must include: the SSO general location (e.g., nearest

cross street, without including references to home or business addresses), number of SSOs from that SSO location in the calendar year, volume of each SSO discharge (in gallons), area of the City (e.g., Sewer Subdistrict), the feature(s) receiving the SSO discharge (e.g., absorbed into soil, surface water, ditch, storm sewer, basement backup, etc.), and for SSOs with manhole surcharge detecting monitoring devices the location of monitors, threshold conditions exceeded, and affected Sewer Subdistrict. Defendant must post the semi-annual reports on its website, pursuant to Paragraph 64.

b. Violations. If Defendant violates, or has reason to believe that it may violate, any requirement of this Consent Decree, Defendant shall notify DOJ, EPA and the State of such violation and its likely duration, in writing, within ten business Days of the Day Defendant first becomes aware of the violation, with an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Defendant shall so state in the report. Defendant shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within 30 Days of the Day Defendant becomes aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves Defendant of its obligation to provide the notice required by Section XII (Force Majeure).

76. Threat to Public Health or Welfare or Environment. Whenever any violation of this Consent Decree or of any applicable permit or any other event affecting Defendant's performance under this Decree may pose an immediate threat to the public health or welfare or the environment, including any occurrence of an SSO, Defendant shall notify EPA and IEPA

orally or by email, as provided in Section XVII (Notices), as soon as possible, but no later than 24 hours after Defendant first knew of the violation or event.

77. SSOs. Defendant shall complete, sign, and submit a Sanitary Sewer Overflow or Bypass Notification Summary Report to EPA and IEPA, as set forth in Section XVII (Notices), within five Days of each occurrence of an SSO. For all reported Building Backups, Defendant shall include the final disposition of wastewater pumped out of buildings on the report form. The report template is available online at:

<https://www2.illinois.gov/epa/Documents/epa.state.il.us/water/compliance/waste-water/forms/ss-overflow.pdf>.

78. Each report submitted by Defendant under this Section shall be signed by an official of Defendant and include the certification provided in Paragraph 73. This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

79. The reporting requirements of this Consent Decree do not relieve Defendant of any reporting obligations required by the Act or implementing regulations, the Illinois Environmental Protection Act or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

80. Any information provided pursuant to this Consent Decree may be used by the United States or the State in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

XI. STIPULATED PENALTIES

81. Defendant shall be liable for stipulated penalties to the United States and the State for violations of this Consent Decree as specified below, unless excused under Section XII

(Force Majeure). A violation includes failing to perform any obligation required by the terms of this Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements and within the specified schedules established by or approved under this Decree.

82. Late Payment of Civil Penalty. If Defendant fails to pay the civil penalty required to be paid under Section V (Civil Penalty) when due, Defendant shall pay a stipulated penalty of \$1,000 per Day for each Day that the payment is late.

83. The following stipulated penalties shall accrue for each violation identified below:

a. Condition and Capacity-Related SSOs. For each SSO caused by poor sewer condition or lack of capacity that occurs after the City has completed implementation of all Sewer Condition Rehabilitation Plan and Sewer Capacity Remediation Plan measures for the applicable Sewer Subdistrict, pursuant to Paragraphs 28, 33, and 37 of the Consent Decree, the City shall pay a stipulated penalty of \$500 for each SSO. If the City demonstrates that an SSO is caused solely by a collection system or sanitary or combined sewer system not owned or controlled by the City, stipulated penalties do not apply.

b. O&M-Related SSOs. For each operation and maintenance-related SSO that occurs, the City shall pay a stipulated penalty in the following amounts:

\$250 for any SSO occurring prior to January 1, 2028; and

\$500 for any SSO occurring on or after January 1, 2028.

c. Failure to Submit Timely and Complete Deliverable. For each Day the City fails to timely submit or complete any Deliverable, a stipulated penalty for each such Deliverable may be assessed as follows:

<i>Period of Noncompliance:</i>	<i>Penalty Per Deliverable Per Day:</i>
1-30 Days	\$200

31-60 Days	\$400
More than 60 Days	\$600

d. Failure to Timely Implement Work. For each Day the City fails to timely implement any Work, daily stipulated penalties may be assessed for each such item of Work as follows:

<i>Period of Noncompliance:</i>	<i>Penalty Per Deliverable Per Day:</i>
1-30 Days	\$500
31-60 Days	\$1,000
More than 60 Days	\$1,500

e. Failure to Timely Report SSOs. For each SSO that the City fails to timely report as set forth in Paragraphs 76 and 77 of this Consent Decree, a stipulated penalty of \$500 may be assessed.

f. Transfer of Ownership. If Defendant fails to: (a) provide a copy of this Consent Decree to any proposed transferee; (b) provide written notice to the United States at least 30 Days prior to any transfer of any portion of the Sewer System; or (c) provide a copy of the proposed written agreement with the transferee as required by Paragraph 4, Defendant shall pay a stipulated penalty of \$5,000 per occurrence.

84. Other Violations of Consent Decree. For any violation of this Consent Decree for which the amount of the stipulated penalty is not specified above, Defendants shall pay a stipulated penalty of \$200 per violation per Day of violation.

85. Stipulated penalties shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is applicable, and shall continue to accrue until

performance is satisfactorily completed or until the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

86. Defendant shall pay stipulated penalties to the United States and the State within 30 Days of a written demand by either Plaintiff. Defendant shall pay 50 percent of the total stipulated penalty amount due to the United States and 50 percent to the State, except as provided in Paragraph 60. The Plaintiff making a demand for payment of a stipulated penalty shall simultaneously send a copy of the demand to the other Plaintiff.

87. Either Plaintiff may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

88. Stipulated penalties shall continue to accrue as provided in Paragraph 85 during any Dispute Resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement of the Parties or by a decision of the EPA or the State that is not appealed to the Court, Defendant shall pay accrued penalties determined to be owing, together with interest, to the United States or the State within 30 Days of the effective date of the agreement or the receipt of EPA or the State's decision or order.

b. If the dispute is appealed to the Court and the United States or the State prevails in whole or in part, Defendant shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 Days of the Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the District Court's decision, Defendant shall pay all accrued penalties determined to be owing, together with interest, within 15 Days of receiving the final appellate court decision.

89. Defendant shall pay stipulated penalties owing to the United States in the manner set forth in Paragraph 9 and with the confirmation notices required by Paragraph 10, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid. Defendant shall pay stipulated penalties owing to the State in the manner set forth in Paragraph 90, including the confirmation notices also required by Paragraph 90.

90. All payments required by this Consent Decree to be paid to the State shall be made by a 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
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

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:

Christina Briggs
Assistant Attorney General
Environmental Bureau
500 South Second Street
Springfield, Illinois 62701

91. If Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, Defendant shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States or the State from seeking any remedy otherwise provided by law for Defendant’s failure to pay any stipulated penalties.

92. The payment of penalties and interest, if any, shall not alter in any way Defendant's obligation to complete the performance of the requirements of this Consent Decree.

93. Non-Exclusivity of Remedy. Stipulated penalties are not the United States' nor the State's exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section XV (Effect of Settlement/Reservation of Rights), the United States and the State expressly reserve the right to seek any other relief they deem appropriate for Defendant's violation of this Decree or applicable law, including but not limited to an action against Defendant for statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt. However, the amount of any statutory penalty assessed for a violation of this Consent Decree shall be reduced by an amount equal to the amount of any stipulated penalty assessed and paid pursuant to this Consent Decree.

XII. FORCE MAJEURE

94. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendant, of any entity controlled by Defendant, or of Defendant's contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Defendant's best efforts to fulfill the obligation. The requirement that Defendant exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any potential force majeure event (a) as it is occurring and (b) following the potential force majeure, such that the delay and any adverse effects of the delay are minimized. "Force Majeure" does not include Defendant's financial inability to perform any obligation under this Consent Decree.

95. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, Defendant

shall provide notice by email to r5weca@epa.gov, maraldo.dean@epa.gov, and joe.stitely@illinois.gov, within 72 hours of when Defendant first knew that the event might cause a delay. The United States and the State may, in their unreviewable discretion, extend the time within which notice must be given. Within seven Days after providing notice, Defendant shall provide in writing to EPA and the State an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Defendant's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Defendant, such event may cause or contribute to an endangerment to public health, welfare or the environment. Defendant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude Defendant from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. Defendant shall be deemed to know of any circumstance of which Defendant, any entity controlled by Defendant, or Defendant's contractors knew or should have known.

96. If EPA, after consultation with the State, agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA, after consultation with the State, for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify

Defendant in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

97. If EPA, after consultation with the State, does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify Defendant in writing of its decision.

98. If Defendant elects to invoke the dispute resolution procedures set forth in Section XIII (Dispute Resolution), it shall do so no later than 15 Days after receipt of EPA's notice. In any such proceeding, Defendant shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Defendant complied with the requirements of Paragraphs 94 and 95. If Defendant carries this burden, the delay at issue shall be deemed not to be a violation by Defendant of the affected obligation of this Consent Decree identified to EPA, IEPA and the Court.

XIII. DISPUTE RESOLUTION

99. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree. Defendant's failure to seek resolution of a dispute under this Section shall preclude Defendant from raising any such issue as a defense to an action by the United States or the State to enforce any obligation of Defendant arising under this Decree.

100. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when Defendant sends DOJ, EPA, and the State a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 20 Days from the date the dispute arises, unless that period is modified by written agreement. As part of the informal dispute resolution process, the Parties may by mutual agreement retain the services of a mediator to assist in resolving a dispute. A disagreement regarding whether to use a mediator shall not itself be the subject of dispute resolution. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States, after consulting with the State, shall be considered binding unless, within 20 Days after the conclusion of the informal negotiation period, Defendant invokes formal dispute resolution procedures as set forth below.

101. Formal Dispute Resolution. Defendant shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by sending DOJ, EPA, and the State a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting Defendant's position and any supporting documentation relied upon by Defendant.

102. The United States, after consulting with the State, will send Defendant its Statement of Position within 45 Days of receipt of Defendant's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position is binding on Defendant, unless

Defendant files a motion for judicial review of the dispute in accordance with the following Paragraph.

103. Judicial Dispute Resolution. Defendant may seek judicial review of the dispute by filing with the Court and serving on the United States and the State a motion requesting judicial resolution of the dispute. The motion must be filed within ten Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of Defendant's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

104. The United States, after consulting with the State, shall respond to Defendant's motion within the time period allowed by the Local Rules of this Court. Defendant may file a reply memorandum if permitted by the Local Rules.

105. Standard of Review

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 101 pertaining to the adequacy or appropriateness of plans, procedures to implement plans, schedules, or any other items requiring approval by EPA and/or IEPA under this Consent Decree; the adequacy of the performance of Work undertaken pursuant to this Consent Decree; and all other disputes that are accorded review on the administrative record under applicable principles of administrative law, Defendant shall have the burden of demonstrating, based on the administrative record, that the position of the United States, in consultation with the State, is arbitrary and capricious or otherwise not in accordance

with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 101, Defendant shall bear the burden of demonstrating that its position complies with this Consent Decree.

106. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of Defendant under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first Day of noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 88. If Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XI (Stipulated Penalties).

XIV. INFORMATION COLLECTION AND RETENTION

107. The United States, the State, and their representatives, including attorneys, contractors, and consultants, shall have the right of entry into any facility covered by this Consent Decree, at all reasonable times, upon presentation of credentials, to:

- a. monitor the progress of activities required under this Consent Decree;
- b. verify any data or information submitted to the United States or the State in accordance with the terms of this Consent Decree;
- c. obtain samples and, upon request, splits of any samples taken by Defendant or its representatives, contractors, or consultants;
- d. obtain documentary evidence, including photographs and similar data; and
- e. assess Defendant's compliance with this Consent Decree.

108. Upon request, Defendant shall provide EPA and the State or their authorized representatives splits of any samples taken by Defendant. Upon request, EPA and the State shall provide Defendant splits of any samples taken by EPA or the State.

109. Until five years after the termination of this Consent Decree, Defendant shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Defendant's performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or the State, Defendant shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

110. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendant shall notify the United States and the State at least 90 Days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States or the State, Defendant shall deliver any such documents, records, or other information to EPA or the State. Defendant may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If Defendant asserts such a privilege, it shall provide the following: (a) the title of the document, record, or information; (b) the date of the document, record, or information; (c) the name and title of each author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of

the subject of the document, record, or information; and (f) the privilege asserted by Defendant. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

111. Defendant may also assert that information required to be provided under this Section is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2 or, as to the State, 35 Ill. Adm. Code Part 130 and 2 Ill. Adm. Code Part 1828. As to any information that Defendant seeks to protect as CBI, Defendant shall follow the procedures set forth in 40 C.F.R. Part 2 or 35 Ill. Adm. Code Part 130 and 2 Ill. Adm. Code Part 1828, as applicable.

112. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States or the State pursuant to applicable federal or state laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendant to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XV. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

113. This Consent Decree resolves the civil claims of the United States and the State for the violations alleged in the Complaint filed in this action through the date of lodging.

114. The United States and the State reserve all legal and equitable remedies available to enforce the provisions of this Consent Decree. This Consent Decree shall not be construed to limit the rights of the United States or the State to obtain penalties or injunctive relief under the Act or implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as expressly specified in Paragraph 113. The United States and the State further reserve all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by,

Defendant's Sewer System, whether related to the violations addressed in this Consent Decree or otherwise.

115. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, civil penalties, other appropriate relief relating to the Sewer System or Defendant's violations, Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 113.

116. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Defendant's compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States and the State do not, by their consent to the entry of this Consent Decree, warrant or aver in any manner that Defendant's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Act, [33 U.S.C. § 1251](#), et seq., or with any other provisions of federal, State, or local laws, regulations, or permits.

117. This Consent Decree does not limit or affect the rights of Defendant or of the United States or the State against any third parties, not party to this Consent Decree, nor does it limit the rights of third parties, not party to this Consent Decree, against Defendant, except as otherwise provided by law.

118. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Consent Decree.

XVI. COSTS

119. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States and the State shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Defendant.

XVII. NOTICES

120. Unless otherwise specified in this Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and sent by mail or email, with a preference for email. All electronically-submitted materials must be in final and searchable format, such as Portable Document Format (PDF) with Optical Character Recognition (OCR) applied. If electronic submittal is not possible, the submissions must be made by certified mail (return receipt requested) with an email notification to all addresses provided below notifying them that a submission is being made by certified mail. Unless otherwise specified in this Decree, all notifications, submissions, or communications required by this Consent Decree must be sent to the following addresses:

As to DOJ by email (preferred): eescdcopy.enrd@usdoj.gov
Re: DJ # 90-5-1-1-12434

As to DOJ by mail: EES Case Management Unit
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-5-1-1-12434

As to EPA by email: r5weca@epa.gov, carlson.deboraha@epa.gov,
maraldo.dean@epa.gov

Re: Cahokia Heights

As to EPA by mail:

Chief, Water Enforcement and Compliance
Assurance Branch (ECW-15J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson Blvd.
Chicago, IL 60604
Re: Cahokia Heights

and

Office of Regional Counsel (C-14J)
U.S. Environmental Protection Agency
77 West Jackson Blvd.
Chicago, IL 60604
Re: Cahokia Heights

As to the State:

Christina Briggs
Assistant Attorney General
Environmental Bureau
Illinois Attorney General's Office
500 South Second Street
Springfield, Illinois 62701
Christina.Briggs@ilag.gov

Joshua Leopold
Assistant Counsel, Division of Legal Counsel
Illinois Environmental Protection Agency
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276
Joshua.Leopold@Illinois.gov

Joe Stitely
IEPA Bureau of Water, Marion & Collinsville
Regions
2309 West Main Street, Suite 116
Marion, Illinois 62959
Joe.Stitely@illinois.gov

As to Defendant:

Mayor, City of Cahokia Heights

103 Main Street
Cahokia Heights, Illinois 62206
Currently: Curtis McCall Sr.

ymccall@cahokiaillinois.org

Director, Cahokia Heights Water & Sewer
Department
225 Mousette Lane
Cahokia Heights, Illinois 62206
Currently: Dennis Traiteur
dtraiteur@cahokiaillinois.org

Cahokia Heights City Attorney
Currently: Mark C. Scoggins
Crowder & Scoggins, Ltd.
121 West Legion Avenue
Columbia, Illinois 62236
mscoggins@crowderscoggins.com

Erica M. Spitzig
Taft Stettinius & Hollister LLP
425 Walnut Street, Suite 1800
Cincinnati, Ohio 45202
espitzig@taftlaw.com

121. Any information containing confidential business information must be submitted and asserted as set forth at 40 C.F.R. Part 2 Subpart B and must be submitted by email to maraldo.dean@epa.gov and carlson.deborahA@epa.gov or by mail to:

Attn: Dean Maraldo, EPA Case Manager
Water Enforcement and Compliance Assurance Branch (ECW-15J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

Attn: Deborah Carlson
Office of Regional Counsel (C-14J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

122. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above or in Paragraph 95.

123. Notices submitted pursuant to this Section shall be deemed submitted upon mailing or transmission by email, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XVIII. EFFECTIVE DATE

124. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket; provided, however, that Defendant hereby agrees that it shall be bound to perform duties scheduled to occur prior to the Effective Date. In the event the United States withdraws or withholds consent to this Consent Decree before entry, or the Court declines to enter the Consent Decree, then the preceding requirement to perform duties scheduled to occur before the Effective Date shall terminate.

XIX. RETENTION OF JURISDICTION

125. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections XIII and XX, or effectuating or enforcing compliance with the terms of this Decree.

XX. MODIFICATION

126. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court. Any schedule that is included in this Decree or in any document developed pursuant to the Decree may be extended, modified or revised upon written agreement of the

Parties, without Court approval, unless the schedule extension effects a material change to the terms of this Decree.

127. Any disputes concerning modification of this Decree shall be resolved pursuant to Section XIII (Dispute Resolution), provided however that instead of the burden of proof provided by Paragraph 105, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XXI. TERMINATION

128. After Defendant has completed the requirements of Section VI (Compliance Requirements), maintained satisfactory compliance for one year after completion of those requirements, paid the civil penalty and paid any accrued stipulated penalties as required by this Consent Decree, Defendant may serve upon the United States and the State a Request for Termination, stating that Defendant has satisfied those requirements, together with all necessary supporting documentation.

129. Following receipt by the United States and the State of Defendant's Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendant has satisfactorily complied with the requirements for termination of this Consent Decree. If the United States, after consultation with the State, agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

130. If the United States, after consultation with the State, does not agree that the Decree may be terminated, Defendant may invoke Dispute Resolution under Section XIII.

However, Defendant shall not seek Dispute Resolution of any dispute regarding termination until 120 Days after service of its Request for Termination.

XXII. PUBLIC PARTICIPATION

131. This Consent Decree shall be lodged with the Court for a period of not less than 60 Days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States and the State reserve the right to withdraw or withhold consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Defendant consents to entry of this Consent Decree without further notice and agrees not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States, after consultation with the State, has notified Defendant in writing that it no longer supports entry of the Decree.

XXIII. SIGNATORIES/SERVICE

132. Each undersigned representative of Defendant, the State, and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

133. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis. Defendant agrees to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons.

Defendant need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

XXIV. INTEGRATION

134. This Consent Decree, including deliverables that are subsequently approved pursuant to this Decree, constitutes the entire agreement among the Parties regarding the subject matter of the Decree and supersedes all prior representations, agreements and understandings, whether oral or written, concerning the subject matter of the Decree herein.

XXV. HEADINGS

135. Headings to the Sections and Subsections of this Consent Decree are provided for convenience and do not affect the meaning or interpretation of the provisions of this Consent Decree.

XXVI. APPENDICES

The following Appendices are attached to and part of this Consent Decree:

- [Appendix A: Early Action Capital Improvement Projects](#)
- Appendix B: Wet-Weather SSO Investigation Plan
- [Appendix C: Advanced Monitoring Program Requirements](#)
- Appendix D: Sewer Condition Assessment and Rehabilitation Program
- [Appendix E: Phased Monitoring Program Requirements](#)
- Appendix F: Sewer Capacity Alternatives Analysis Plan and Remediation Program Requirements
- Appendix G: Capacity, Management, Operations and Maintenance Program
- [Appendix H: Consolidated Listing of Consent Decree Deliverables and Any Associated Work, and Reports](#)
- Appendix I: Cahokia Heights Sanitary Sewer System Operation and Maintenance Program, approved by IEPA on April 18, 2023

XXVII. FINAL JUDGMENT

136. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States, the State, and Defendant. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

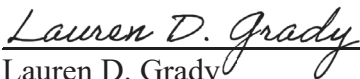
SO ORDERED THIS 20th DAY OF January, 2026

The image shows a handwritten signature in black ink that reads "David W. Dugan". The signature is written over a circular official seal. The seal features an eagle with wings spread, perched on a shield with a red and white striped field and a blue chief with stars. The seal is surrounded by the text "UNITED STATES DISTRICT COURT" at the top and "SOUTHERN DISTRICT OF ILLINOIS" at the bottom.

David W. Dugan
United States District Judge

FOR THE UNITED STATES OF AMERICA:

Adam R.F. Gustafson
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice



Lauren D. Grady
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Washington, DC 20044-7611
(202) 598-1866

Steven D. Weinhoft
United States Attorney
Southern District of Illinois

Nathan E. Wyatt
Chief, Civil Division
U.S. Attorney's Office
Southern District of Illinois

FOR THE U.S. ENVIRONMENTAL PROTECTION
AGENCY:

Benjamin Bahk


Benjamin Bahk
Division Director
Water Enforcement Division
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency

Colin Hughes

Colin Hughes
Attorney-Advisor
Water Enforcement Division
Office of Enforcement and Compliance Assurance
United States Environmental Protection Agency


FOR THE U.S. ENVIRONMENTAL PROTECTION
AGENCY:

**ROBERT
KAPLAN**

 Digitally signed by ROBERT KAPLAN
Date: 2025.06.26 18:04:48 -05'00'

Robert A. Kaplan
Regional Counsel
U.S. Environmental Protection Agency, Region 5

**EMMA GARL
SMITH**

 Digitally signed by EMMA
GARL SMITH
Date: 2025.06.26
16:21:11 -05'00'

Emma K. Garl Smith
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 5

FOR THE STATE OF ILLINOIS

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*
RACHEL MEDINA, Chief
Assistant Attorney General
Environmental Bureau

DATE: *6/6/2025*

ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY

JAMES JENNINGS, Acting Director
Illinois Environmental Protection Agency

BY: *Andrew Armstrong*
ANDREW ARMSTRONG
Chief Legal Counsel

DATE: *06/03/2025*

FOR CITY OF CAHOKIA HEIGHTS, ILLINOIS:

6/23/2025
Date


MAYOR CURTIS MCCALL