

IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF ILLINOIS
AT URBANA

UNITED STATES OF AMERICA)

Plaintiff,)

vs.)

No.)

EVENHOUSE ENTERPRISES, INC.)

d/b/a Skyview Subdivision, and)

Windmill Estates Subdivision,)

Defendant.)

CONSENT DECREE

TABLE OF CONTENTS

I.	JURISDICTION AND VENUE	3
II.	APPLICABILITY	4
III.	OBJECTIVES	5
IV.	DEFINITIONS	6
V.	CIVIL PENALTY	8
VI.	COMPLIANCE REQUIREMENTS	9
VII.	REPORTING REQUIREMENTS	9
VIII.	STIPULATED PENALTIES	12
IX.	FORCE MAJEURE	16
X.	DISPUTE RESOLUTION	19
XI.	INFORMATION COLLECTION AND RETENTION	22
XII.	EFFECT OF SETTLEMENT AND RESERVATION OF RIGHTS	25
XIII.	COSTS	27
XIV.	NOTICES	27
XV.	EFFECTIVE DATE	29
XVI.	RETENTION OF JURISDICTION	30
XVII.	MODIFICATION	30
XVIII.	TERMINATION	30
XIX.	PUBLIC PARTICIPATION	31

XX. SIGNATORIES AND SERVICE	32
XXI. INTEGRATION	33
XXII. FINAL JUDGMENT	33
XXIII. APPENDICES	33

CONSENT DECREE

Plaintiff, United States of America, through its counsel, Jeffrey B. Lang, Acting United States Attorney for the Central District of Illinois and Gerard Brost, Assistant United States Attorney for the Central District of Illinois, and Defendant, Evenhouse Enterprises, Inc., doing business as Skyview Subdivision and Windmill Estates Subdivision, through its counsel, hereby enter into this Consent Decree as follows:

WHEREAS, Plaintiff, the United States of America ("United States"), on behalf of the United States Environmental Protection Agency ("EPA"), has filed a Complaint against Defendant, Evenhouse Enterprises, Inc., ("Defendant" or "Evenhouse") doing business as Skyview Subdivision ("Skyview") and Windmill Estates Subdivision ("Windmill"), alleging that Evenhouse has violated and continues to violate the Safe Drinking Water Act ("SDWA"), 42 U.S.C.300f, et seq., and the National Primary Drinking Water Regulations ("NPDWR") promulgated by EPA pursuant to Section 1412 of the SDWA, 42 U.S.C. § 300g-1;

WHEREAS, Defendant is the owner and operator of Skyview and Windmill, public water systems that provide drinking water through at least 15 service connections and regularly serve an average of at least twenty-five individuals daily for at least 60 days out of the year;

WHEREAS, the Complaint alleges, *inter alia*, that Defendant operates a community water system as that term is defined in 40 C.F.R. § 141.21(a)(2) at both Skyview and Windmill and, therefore, for all relevant periods is required to comply with sampling, monitoring, and reporting requirements for various contaminants including total coliform bacteria, synthetic organic contaminants, volatile organic contaminants, disinfectant residuals (chlorine) and nitrate under 40 C.F.R. § 141 of the NPDWR:

WHEREAS, despite its obligations Defendant has failed to comply with the sampling, monitoring, and reporting requirements of the NPDWR at Skyview and Windmill Estates since, at least, December of 2005;

WHEREAS, the Complaint also alleges that the Defendant failed to obtain a Responsible Person in Charge and a Certified Operator for the community water systems at Skyview and Windmill since December of 2005 in violation of 35 Ill. Admin. Code 603.102-103 and 603.105.

WHEREAS, the Parties intend by this Consent Decree to ensure that Defendant, as owner and operator of Skyview and Windmill, willfully comply with SDWA and the NPDWR;

WHEREAS, the Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated 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 except as provided in Section I, and with the consent of the Parties, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

I. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action and over the Parties to this Consent Decree pursuant to Section 1414(b) of the SDWA, 42 U.S.C. § 300g-3(b), and 28 U.S.C. §§ 1331, 1345 and 1355. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1391(b) and 1395 because Defendant resides and is located in this judicial district.

2. For purposes of this Consent Decree, or any action to enforce this Consent Decree, Defendant consents to venue in this judicial district. The defendant also consents to this Court's jurisdiction to any future action to enforce the terms of this Consent Decree and that the Court has personal jurisdiction over Defendant. Defendant further agrees that the Complaint states claims against Defendant upon which relief may be granted.

II. APPLICABILITY

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

4. At least thirty (30) days prior to any transfer of ownership or operation of Skyview and/or Windmill or any portion thereof, Defendant shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer to the United States and EPA in accordance with Section XIV of this Decree (Notices). Any attempt to transfer ownership or operation of Skyview, Windmill or any portion thereof, without complying with the foregoing notice requirements constitutes a violation of this Decree. No such transfer, whether in compliance with the notice requirements of this Paragraph or otherwise, shall relieve Defendant of its obligations under this Decree unless:

- a. the transferee agrees in writing to undertake the obligations required by this Consent Decree with respect to Skyview and/or Windmill or the portion thereof being transferred, and to intervene as a Defendant in this action for the purpose of being bound by the applicable terms of this Consent Decree;

and

- b. the United States, after receiving information sufficient to demonstrate that the transferee has the technical and financial means to comply with the applicable obligations of this Decree, consents in writing to substitute the transferee for Defendant with respect to such obligations; and
- c. the Court approves such substitution.

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. Each contract with any contractor retained to perform work required under this Consent Decree shall provide that the work shall be performed in accordance 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.

III. OBJECTIVES

7. It is the express purpose of the Parties in entering into this Consent Decree to further the objectives of the SDWA and the NPDWR. The objective of

all monitoring, reporting, and other obligations undertaken by Defendant pursuant to Section VI is to resolve the violations of SDWA and the NPDWR as set forth in the Complaint.

IV. DEFINITIONS

8. Unless otherwise defined herein, terms used in this Consent Decree shall have the meanings provided in the SDWA and the NPDWR. The following definitions shall apply for the purpose of this Consent Decree:

- a. "Complaint" shall mean the complaint filed by the United States in this action.
- b. "Community Water System" shall have the definition provided in 40 C.F.R. § 141.21(a)(2).
- c. "Consent Decree" or "Decree" shall mean this Decree and all appendices, including attachments, attached hereto.
- d. "Effective Date" shall have the definition provided in Section XV.
- e. "Date of Lodging" shall mean the date this Consent Decree is filed for lodging with the Clerk of the Court for the United States District Court for the Central District of Illinois.
- f. "Day" shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this

Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

- g. "Defendant" shall mean the Evenhouse Enterprises, Inc. d/b/a Skyview and Windmill and any successors or assigns.
- h. "EPA" shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.
- i. "NPDWR" shall mean the National Primary Drinking Water Regulations promulgated by EPA pursuant to Section 1412 of the Safe Drinking Water Act, 42 U.S.C. § 300g-1.
- j. "Paragraph" shall mean a portion of this Decree identified by an Arabic numeral.
- k. "Parties" shall mean the United States and Defendant.
- l. "SDWA" shall mean the Safe Drinking Water Act, 42 U.S.C. §§ 300f to 300j-26.
- m. "Section" shall mean a portion of this Decree identified by a Roman numeral.
- n. "Skyview" shall mean the community water system that is located within the mobile home park at Route 17, 93N 3503E

Road, Kankakee, Kankakee County, Illinois.

- o. "Windmill Estates" or "Windmill" shall mean the community water system that is located within the mobile home park at 5550 South State, Route 1, St. Anne, Illinois.

V. CIVIL PENALTY

9. Within thirty (30) days after the Effective Date of this Consent Decree, Defendant shall pay the sum of Twenty Thousand Dollars (\$20,000) as a civil penalty, together with interest accruing from the Date of Lodging, at the rate specified in 28 U.S.C. § 1961 as of the Date of Lodging. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Attorneys Office for the Central District of Illinois in accordance with instructions to be provided to Defendant, following lodging of the Consent Decree, by the Financial Litigation Unit of the U.S. Attorney's Office for the Central District of Illinois. At the time of payment, Defendant shall send a copy of the EFT authorization form and EFT transaction record, together with a transmittal letter, which shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in United States of America v. Evenhouse Enterprises, Inc, and shall reference the civil action number and the Department of Justice case number 90-5-1-1-09479 to the United States in accordance with Section XIV of this Consent Decree (Notices).

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

VI. COMPLIANCE REQUIREMENTS

11. The Defendant shall comply with the *Skyview Subdivision Compliance Schedule* that is set forth in Appendix A attached hereto, the *Windmill Estates Compliance Schedule* that is set forth in Appendix B attached hereto, and the *Attachments to Compliance Schedule for Skyview Subdivision and Windmill Estates* that is set forth in Appendix C attached hereto which are incorporated herein and which are intended as enforceable provisions of this Consent Decree.

VII. REPORTING REQUIREMENTS

12. Within 30 days after the end of each calendar-year quarter (i.e., by January 30, April 30, July 30, and October 30) after lodging of this Consent Decree, until termination of this Consent Decree pursuant to Section XVIII, Defendant shall submit in writing to the United States and EPA, a quarterly report and certification ("Quarterly Report") for the preceding quarter detailing the status of all measures and other requirements set forth in Sections VI and VII.

13. The Quarterly Report shall also include a description of any non-compliance with the requirements of this Consent Decree and an explanation of its likely cause and of the remedial steps taken, or to be taken, to

prevent or minimize such violation. If Defendant fails to comply with, violates, or has reason to believe that it may fail to comply with or violate, any requirement of this Consent Decree, Defendant shall notify the United States and EPA of such noncompliance or violation and its likely duration, in writing, within ten working days of the day Defendant first becomes aware of the non-compliance or violation, with an explanation of the likely cause of the non-compliance or violation and of the remedial steps taken, or to be taken, to prevent or minimize such non-compliance or violation. If the cause of the non-compliance or 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 non-compliance or violation and shall then submit an amendment to the report, including a full explanation of its cause, within thirty (30) days of the day Defendant becomes aware of its cause. Nothing in this Paragraph or the following Paragraph relieves Defendant of its obligation to provide the notice required by Section IX of this Consent Decree (Force Majeure).

14. Whenever any violation of this Consent Decree or any other event affecting Defendant's performance under this Consent Decree may pose an immediate threat to the public health or welfare or the environment, Defendant shall notify EPA orally or by electronic or facsimile transmission as soon as

possible, but no later than twenty four (24) hours after Defendant first learns of the violation or event. This procedure is in addition to the requirements set forth in the preceding Paragraph.

15. All Quarterly Reports shall be submitted either in writing to all persons designated in Section XIV of this Consent Decree (Notices) or electronically just to EPA at the e-mail addresses listed in Section XIV of this Consent Decree.

16. Each Report submitted by Defendant under this section shall be signed by Defendant, its representatives, employee or agent, and include the following certification:

I certify under penalty of law that this document and all appendices and 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 am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

This certification requirement does not apply to emergency or similar notifications where compliance would be impractical.

17. The reporting requirements of this Consent Decree do not relieve Defendant of any reporting obligations required by the SDWA, the NPDWR, or any other federal, state, or local law, regulation, permit, or other requirement.

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

VIII. STIPULATED PENALTIES

19. Defendant shall be liable for stipulated penalties to the United States for violation of this Consent Decree as specified below, unless excused under Section IX (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Decree, including any schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

20. Late Payment of Civil Penalty. If Defendant fails to pay the civil penalty required to be paid under Section V of this Decree (Civil Penalty) when due, Defendant shall pay a stipulated penalty of \$100 per day for each day that the payment is late.

21. Failure to Comply With Schedule of Requirements. If Defendant fails to meet any requirement set forth in the Schedule of Requirements set forth

in Appendices A or B hereto, including providing reports within the specified time periods, Defendant shall pay a stipulated penalty, as follows for each day for each violation:

Days of Non-compliance	Penalty per day of violation
1st to 30th day	\$100/day
31st to 60th day	\$200/day
61st to 90th day	\$300/day
After 90th day	\$400/day

22. Failure to Comply With Quarterly Reporting Requirements. If

Defendant fails to comply with any requirement set out in the Section VII of this Decree (Reporting Requirements), Defendant shall pay a stipulated penalty, as follows for each day for each violation:

Days of Non-compliance	Penalty per day of violation
1st to 30th day	\$100/day
31st to 60th day	\$200/day
61st to 90th day	\$300/day
After 90th day	\$400/day

23. The stipulated penalties provided for in this Section shall begin to accrue on the day after performance is due or on the day that 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. Defendant shall pay any stipulated penalty within thirty (30) days of receiving the United States' written demand.

24. The United States may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due it under this Consent Decree.

25. Stipulated penalties shall continue to accrue as provided in Paragraph 23 during any Dispute Resolution, but need not be paid until the following:

- a. If the dispute is resolved by agreement or by a decision of the EPA that is not appealed to the Court, Defendant shall pay accrued penalties determined to be owing, together with interest, to the United States within thirty (30) days of the effective date of the agreement or the receipt of EPA's decision.
- b. If the dispute is appealed to the Court and the United States 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 receiving the Court's decision or

order, except as provided in Subparagraph c, below.

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

26. Obligations Prior to the Effective Date. Upon the Effective Date of this Consent Decree, the stipulated penalty provisions of this Decree shall be retroactively enforceable with regard to any and all violations of Section VI that have occurred prior to the Effective Date of the Consent Decree (the "Retroactive Period"), provided that stipulated penalties that may have accrued prior to the Effective Date may not be collected unless and until this Consent Decree is entered by the Court. The Retroactive Period shall commence on the date that all parties have executed this Consent Decree and shall terminate on the date that the Court has approved the Consent Decree.

27. Defendant shall pay stipulated penalties owing to the United States in accordance with the procedures set forth in Paragraph 9, 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.

28. 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.

29. Subject to the provisions of Section XII of this Consent Decree (Effect of Settlement and Reservation of Rights), the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States for Defendant's violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of the SDWA, or the NPDWR, Defendant shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violation.

IX. FORCE MAJEURE

30. "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 such event (a) as it is occurring and (b) after it has occurred to prevent or

minimize any resulting delay to the greatest extent possible. "Force Majeure" does not include Defendant's financial inability to perform any obligation under this Consent Decree.

31. 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 orally or by electronic or facsimile transmission to EPA, within seventy-two (72) hours of when Defendant first knew that the event might cause a delay. Within seven days thereafter, Defendant shall provide in writing to EPA 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.

32. If EPA 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 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.

33. If EPA 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.

34. If Defendant elects to invoke the dispute resolution procedures set forth in Section X (Dispute Resolution), it shall do so no later than fifteen (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 30 and 34, above. 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 and the Court.

X. DISPUTE RESOLUTION

35. 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 to enforce any obligation of Defendant arising under this Decree.

36. 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 the United States a written Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed twenty (20) Days from the date the dispute arises, unless that period is

modified by written agreement of the Parties. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within ten (10) Days after the conclusion of the informal negotiation period, Defendant invokes formal dispute resolution procedures as set forth below.

37. Formal Dispute Resolution. Defendant shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States 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.

38. The United States shall serve its Statement of Position within forty-five (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 shall be binding on Defendant, unless Defendant files a motion for judicial review of the dispute in accordance with the following Paragraph.

39. Defendant may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section XIV of this Consent Decree (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within ten (10) 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.

40. The United States shall respond to Defendant's motion within the time period allowed by the Local Rules of this Court. Defendant may file a reply memorandum, to the extent permitted by the Local Rules.

41. Standard of Review. Except as otherwise provided in this Consent Decree, Defendant shall bear the burden of demonstrating that its position complies with and furthers the Objectives of this Consent Decree, the SDWA, the NPDWR, and other applicable federal and state laws governing public water systems.

42. 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 25. If Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VIII (Stipulated Penalties).

XI. INFORMATION COLLECTION AND RETENTION

43. The United States, EPA and their representatives, including attorneys, contractors, and consultants, shall have the right of entry into any property or facility owned by Defendant relating to Skyview and Windmill 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 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.

44. Upon request, Defendant shall provide EPA or its authorized representatives splits of any samples taken by Defendant. Upon request, EPA shall provide Defendant splits of any samples taken by EPA.

45. Until five (5) 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 and/or EPA, Defendant shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

46. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendant shall notify the United States and EPA at least ninety (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 and/or EPA, Defendant shall deliver any such documents, records, or other information to EPA. 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 information: (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.

47. 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. 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.

48. 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 and EPA 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.

XII. EFFECT OF SETTLEMENT AND RESERVATIONS OF RIGHTS

49. This Consent Decree resolves the civil claims of the United States for the violations alleged in the Complaint filed in this action through the Date of Lodging.

50. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated herein. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the SDWA, the NPDWR or under other federal or state laws, regulations, or permit conditions, except as expressly stated herein. The United States further reserves 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, the community water systems at Skyview or Windmill, whether related to the violations addressed in this Consent Decree or otherwise.

51. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, other appropriate relief relating to the public water systems at Skyview or Windmill 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 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 49.

52. 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. The United States does not, by its 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 SDWA, the NPDWR, or with any other provisions of federal, State, or local laws, regulations, or permits.

53. This Consent Decree does not limit or affect the rights of Defendant or of the United States 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.

54. 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.

XIII. COSTS

55. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States 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.

XIV. NOTICES

56. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

To the United States

Gerard A. Brost
Assistant United States Attorney
United States Attorney's Office
Central District of Illinois
211 Fulton Street, Suite 400
Peoria, Illinois 61602

Chief, Environmental Enforcement Section
Ref. #90-5-1-1-09749
U.S. Department of Justice - EES
P.O. Box 7611
Ben Franklin Sta.
Washington, D.C. 20044

If by overnight mail:

Chief, Environmental Enforcement Section
Ref. #90-5-1-1-09749
U.S. Department of Justice - EES
1425 New York Ave., N.W., Rm. 13071
Washington, D.C. 20005

To EPA

Leslie Kirby-Miles
Associate Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 5
77 West Jackson Boulevard (C-14J)
Chicago, Illinois 60604-3590
kirby-miles.leslie@epa.gov

La Yvette Collymore
Groundwater and Drinking Water Branch
U.S. Environmental Protection Agency, Region 5
77 West Jackson Boulevard (WG-15J)
Chicago, Illinois 60604-3520
collymore.layvette@epa.gov

To the State of Illinois

Illinois Environmental Protection Agency
Compliance Assurance Section for Public Water Supplies/Bureau of Water
Mail Code 19
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276
Fax: (317) 557-1407

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

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

XV. EFFECTIVE DATE

59. 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 that the United States withdraws or withholds its 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.

XVI. RETENTION OF JURISDICTION

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

XVII. MODIFICATION

61. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by both Parties and filed with the Court. Any disputes concerning modification of this Decree shall be resolved pursuant to Section X of this Consent Decree (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 41, Defendant bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

XVIII. TERMINATION

62. After Defendant has completed all of the requirements set forth in Sections VI and VII, has paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree, and has operated the public water systems at both Skyview and Windmill in continuous satisfactory compliance

with all requirements of this Consent Decree, including those set forth in Appendices A and B, as well as all applicable provisions of the SDWA, the NPDWR, for a period not less than Eighteen (18) consecutive months from the date of lodging, Defendant may serve upon the United States and EPA a Request for Termination, stating that Defendant has satisfied those requirements, together with all necessary supporting documentation.

63. Following receipt by the United States 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 agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint stipulation terminating the Decree.

64. If the United States does not agree that the Decree may be terminated, Defendant may invoke Dispute Resolution under Section X of this Consent Decree. However, Defendant shall not seek Dispute Resolution of any dispute regarding termination, under Section X, until sixty (60) days after service of its Request for Termination.

XIX. PUBLIC PARTICIPATION

65. This Consent Decree shall be lodged with the Court for a period of not less than thirty (30) days for public notice and comment in accordance with

28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its 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 has notified Defendant in writing that it no longer supports entry of the Decree.

XX. SIGNATORIES AND SERVICE

66. Each undersigned representative of Defendant and the Section Chief or Deputy Section Chief of the Environmental Enforcement Section for the Environmental and Natural Resources Division of the United States 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.

67. 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.

XXI. INTEGRATION

68. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Consent Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XXII. FINAL JUDGMENT

69. 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 and Defendant.

XXIII. APPENDICES

70. The following Appendices are attached to and incorporated into this Consent Decree: the *Skyview Subdivision Compliance Schedule* is attached as Appendix A, the *Windmill Estates Complaince Schedule* is attached as Appendix B, and the *Attachments to Compliance Schedule for Skyview Subdivision and Windmill Estates* is attached as Appendix C.

The Court finds that this Consent Decree is a reasonable and fair settlement and adequately protects the public interest in accordance with the Safe Drinking Water Act.

Entered as a Final Judgment and Order of this Court this

_____ day of _____, 2009.

UNITED STATES DISTRICT JUDGE

IT IS SO STIPULATED:

**FOR THE DEFENDANT
EVENHOUSE ENTERPRISES, INC.**

DENICE A. GIERACH
The Gierach Law Firm
1776 Legacy Circle
Suite 104
Naperville, IL 60563
630/756-1160

David Evenhouse
President,
Evenhouse Enterprises, Inc.

FOR THE PLAINTIFF
UNITED STATES OF AMERICA:

by:

W. BENJAMIN FISHEROW
Deputy Section Chief,
Environmental Enforcement
Section,
Environment and Natural Resources
Division,
United States Department of Justice

JEFFREY B. LANG
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211 Fulton Street, Suite 400
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309/671-7050

**FOR UNITED STATES
ENVIRONMENTAL PROTECTION
AGENCY:**

By: _____
Robert A. Kaplan
Regional Counsel
U.S. EPA, Region 5

By: _____
Bharat Mathur
Acting Regional Administrator
U.S. EPA, Region 5

Appendix A
Skyview Subdivision Compliance Schedule (IL0915526)

Complete the Following Actions:	By the Listed Dates:	According to 40 CFR Section:
<p>1. Take a sample for total coliform bacteria (routine sample) from each tap designated by Illinois EPA that is representative of water throughout your drinking water distribution system.</p> <p>If any of the results test positive for total coliform then refer to the instructions in Appendix C, Part A.</p>	<p>December 31, 2009 January 31, 2010 February 28, 2010 March 31, 2010 April 30, 2010 May 31, 2010 June 30, 2010 July 31, 2010 August 31, 2010 September 30, 2010 October 31, 2010 November 30, 2010 December 31, 2010 January 31, 2011 February 28, 2011 March 31, 2011 April 30, 2011 May 31, 2011</p>	<p>141.21(a)(2) and 141.28(a)</p>
<p>2. Send a copy of your total coliform bacteria sample results taken as a result of this schedule to U.S. EPA and Illinois EPA.</p>	<p>January 10, 2010 February 10, 2010 March 10, 2010 April 10, 2010 May 10, 2010 June 10, 2010 July 10, 2010 August 10, 2010 September 10, 2010 October 10, 2010 November 10, 2010 December 10, 2010 January 10, 2011 February 10, 2011 March 10, 2011 April 10, 2011 May 10, 2011</p>	<p>141.31(a)</p>

Complete the Following Actions:	By the Listed Dates:	According to 40 CFR Section:
	June 10, 2011	
<p>3. Take a sample for nitrate, after treatment, at each entry point to your drinking water distribution system, which is representative of each well.</p> <p>If any sample taken as a result of this schedule has nitrate greater than the Maximum Contaminant Level (MCL), at 40 C.F.R. §141.62(b), of 10 milligrams per liter (mg/l) nitrate reported as nitrogen (NO₃ as N), then refer to the instructions in Appendix C, Part B.</p>	<p>December 31, 2009 March 31, 2010</p>	<p>141.23(a) and (d) and 141.28(a)</p>
<p>4. Send a copy of your nitrate sampling results taken as a result of this schedule to U.S. EPA and Illinois EPA.</p>	<p>January 10, 2010 April 10, 2010</p>	<p>141.31(a)</p>
<p>5. Take a sample for VOCs listed at 40 C.F.R. §141.61(a)(2) through (21). (Benzene, Carbon tetrachloride, 1,2-Dichloroethane, Trichloroethylene, para-Dichlorobenzene, 1,1-Dichloroethylene, 1,1,1-Trichloroethane, cis-1,2 Dichloroethylene, 1,2-Dichloropropane, Ethylbenzene, Monochlorobenzene, o-Dichlorobenzene, Styrene, Tetrachloroethylene, Toluene, trans-1,2-Dichloroethylene, Xylenes (total), Dichloromethane, 1,2,4-Trichlorobenzene and 1,1,2-Trichloroethane)</p> <p>Take a sample at each entry point to your drinking water distribution system, which is representative of each well after treatment.</p> <p>If any of your results exceed the MCLs listed at 40 C.F.R. §141.61, or exceed the detection limit of 0.0005 mg/l, then refer to the instructions in Appendix C, Part D.</p>	<p>December 31, 2009 March 31, 2010 and quarterly thereafter until otherwise notified by Illinois EPA.</p>	<p>141.24(f)(1), (3) and (4) and (11) and 141.28(a)</p>
<p>6. Send a copy of your VOCs sample results taken as a result of this schedule to U.S. EPA and</p>	<p>January 10, 2010 April 10, 2010</p>	<p>141.31.(a)</p>

Complete the Following Actions:	By the Listed Dates:	According to 40 CFR Section:
Illinois EPA.		
<p>7. Take a sample for disinfectant residual (chlorine) at the same point in the distribution system and at the same time as total coliforms are sampled.</p> <p>Compliance must be based on a running annual arithmetic average, computed quarterly, of monthly averages of all samples collected by the system.</p> <p>If the average covering any consecutive four-quarter period exceeds the Maximum Residual Disinfectant Levels (MRDLs) for chlorine of 4.0 mg/l listed at 40 C.F.R. §141.65(a) then you must notify the public, in addition to reporting to the State pursuant to 40 C.F.R. §141.134.</p>	<p>December 31, 2009 January 31, 2010 February 28, 2010 March 31, 2010 April 30, 2010 May 31, 2010 June 30, 2010 July 31, 2010 August 31, 2010 September 30, 2010 October 31, 2010 November 30, 2010 December 31, 2010 January 31, 2011 February 28, 2011 March 31, 2011 April 30, 2011 May 31, 2011</p>	<p>141.132(c)(1) (i) 141.133(c)(1) (i) and 141.134(c)</p>
<p>8. Send a copy of your sample for disinfectant residual results taken as a result of this schedule to U.S. EPA and Illinois EPA.</p>	<p>January 10, 2010 February 10, 2010 March 10, 2010 April 10, 2010 May 10, 2010 June 10, 2010 July 10, 2010 August 10, 2010 September 10, 2010 October 10, 2010 November 10, 2010 December 10, 2010 January 10, 2011 February 10, 2011 March 10, 2011 April 10, 2011 May 10, 2011 June 10, 2011</p>	<p>141.31(a)</p>

Complete the Following Actions:	By the Listed Dates:	According to 40 CFR Section:
<p>9. Take a sample for SOCs listed at 40 C.F.R. § 141.61(c). (Alachlor; Atrazine; Carbofuran; Chlordane; Dibromochloropropane; 2,4-D; Ethylene dibromide; Heptachlor; Heptachlor epoxide; Lindane; Methoxychlor; Polychlorinated biphenyls (PCBs) Pentachlorophenol; Toxaphene; 2,4,5-TP; Benzo[a]pyrene; Dalapon; Di(2-ethylhexyl) adipate; Di(2-ethylhexyl) phthalate; Dinoseb; Diquat; Endothall; Endrin; Glyphosate; Hexachlorobenzene; Hexachlorocyclopentadiene; Oxamyl (Vydate); and Picloram and Simazine)</p> <p>Take a sample at each entry point to your drinking water distribution system, after treatment, which is representative of each well. Each sample must be taken at the same sampling point, unless conditions make another sampling point more representative.</p> <p>If any of your results exceed the MCLs listed at 40 C.F.R. § 141.61, or the SOC detection limits listed at 141.24(h)(18) then refer to the instructions in Appendix C, Part E.</p>	<p>December 31, 2009 March 31, 2010</p>	<p>141.24(h) and 141.28(a)</p>
<p>10. Send a copy of your SOCs sample results taken as a result of this schedule to U.S. EPA and Illinois EPA.</p>	<p>January 10, 2010 April 10, 2010</p>	<p>141.31(a)</p>
<p>11. Prepare and distribute a CCR with January 1, 2009 through December 31, 2009 data.</p>	<p>July 1, 2010</p>	<p>141.152-155</p>
<p>12. Send U.S. EPA and Illinois EPA a copy of</p>	<p>October 1, 2010</p>	<p>141.152-155</p>

Complete the Following Actions:	By the Listed Dates:	According to 40 CFR Section:
your CCR with 2009 data and a certification statements which includes the date and method of distribution of the CCR to your customers ensuring that all requirements have been met as a result of this schedule.		
<p>13. Sample your drinking water for the following radionuclides: gross alpha particle activity, radium-226, and radium-228 at each entry point of your distribution system, representative of each well (sampling point).</p> <p>If Any Radionuclide Sample Results are Greater than the MCLs Listed at 40 C.F.R. § 141.66(b) through (e), you must complete the actions in Appendix C, Part F.</p>	July 31, 2010	141.26 and 141.28(a)
14. Send a copy of your radionuclides sample results taken as a result of this schedule to U.S. EPA and Illinois EPA.	August 10, 2010	141.31(a)

Appendix B
Windmill Estates Compliance Schedule (IL0910070)

Complete the Following Actions:	By the Listed Dates:	According to 40 CFR Section:
<p>1. Take a sample for total coliform bacteria (routine sample) from each tap designated by Illinois EPA that is representative of water throughout your drinking water distribution system.</p> <p>If any of the results test positive for total coliform then refer to the instructions in Appendix C, Part A.</p>	<p>December 31, 2009 January 31, 2010 February 28, 2010 March 31, 2010 April 30, 2010 May 31, 2010 June 30, 2010 July 31, 2010 August 31, 2010 September 30, 2010 October 31, 2010 November 30, 2010 December 31, 2010 January 31, 2011 February 28, 2011 March 31, 2011 April 30, 2011 May 31, 2011</p>	<p>141.21(a)(2) and 141.28(a)</p>
<p>2. Send a copy of your total coliform bacteria sample results taken as a result of this schedule to U.S. EPA and Illinois EPA.</p>	<p>January 10, 2010 February 10, 2010 March 10, 2010 April 10, 2010 May 10, 2010 June 10, 2010 July 10, 2010 August 10, 2010 September 10, 2010 October 10, 2010 November 10, 2010 December 10, 2010 January 10, 2011 February 10, 2011 March 10, 2011 April 10, 2011 May 10, 2011 June 10, 2011</p>	<p>141.31(a)</p>
<p>3. Take a sample for nitrate, after treatment, at each entry point to your drinking water</p>	<p>March 31, 2010</p>	<p>141.23(a) and (d) and 141.28(a)</p>

Complete the Following Actions:	By the Listed Dates:	According to 40 CFR Section:
<p>distribution system, which is representative of each well.</p> <p>If any sample taken as a result of this schedule has nitrate greater than the Maximum Contaminant Level (MCL), at 40 C.F.R. §141.62(b), of 10 milligrams per liter (mg/l) nitrate reported as nitrogen (NO₃ as N), then refer to the instructions in Appendix C, Part B.</p>		
<p>4. Send a copy of your nitrate sampling results taken as a result of this schedule to U.S. EPA and Illinois EPA.</p>	<p>April 10, 2010</p>	<p>141.31(a)</p>
<p>5. Take a sample for VOCs listed at 40 C.F.R. §141.61(a)(2) through (21). (Benzene, Carbon tetrachloride, 1,2-Dichloroethane, Trichloroethylene, para-Dichlorobenzene, 1,1-Dichloroethylene, 1,1,1-Trichloroethane, cis-1,2 Dichloroethylene, 1,2-Dichloropropane, Ethylbenzene, Monochlorobenzene, o-Dichlorobenzene, Styrene, Tetrachloroethylene, Toluene, trans-1,2-Dichloroethylene, Xylenes (total), Dichloromethane, 1,2,4-Trichlorobenzene and 1,1,2-Trichloroethane)</p> <p>Take a sample at each entry point to your drinking water distribution system, which is representative of each well after treatment.</p> <p>If any of your results exceed the MCLs listed at 40 C.F.R. §141.61, or exceed the detection limit of 0.0005 mg/l, then refer to the instructions in Appendix C, Part D.</p>	<p>December 31, 2009 March 31, 2010 and quarterly thereafter until otherwise notified by Illinois EPA.</p>	<p>141.24(f)(1), (3) and (4) and (11) and 141.28(a)</p>
<p>6. Send a copy of your VOCs sample results taken as a result of this schedule to U.S. EPA and Illinois EPA.</p>	<p>January 10, 2010 April 10, 2010</p>	
<p>7. Take a sample for disinfectant residual (chlorine) at the same point in the distribution system and at the same time as total coliforms are sampled.</p>	<p>December 31, 2009 January 31, 2010 February 28, 2010 March 31, 2010</p>	<p>141.132(c)(1) (i)</p>

Complete the Following Actions:	By the Listed Dates:	According to 40 CFR Section:
<p>Compliance must be based on a running annual arithmetic average, computed quarterly, of monthly averages of all samples collected by the system.</p> <p>If the average covering any consecutive four-quarter period exceeds the Maximum Residual Disinfectant Levels (MRDLs) for chlorine of 4.0 mg/l listed at 40 C.F.R. §141.65(a) then you must notify the public, in addition to reporting to the State pursuant to 40 C.F.R. §141.134.</p>	<p>April 30, 2010 May 31, 2010 June 30, 2010 July 31, 2010 August 31, 2010 September 30, 2010 October 31, 2010 November 30, 2010 December 31, 2010 January 31, 2011 February 28, 2011 March 31, 2011 April 30, 2011 May 31, 2011</p>	<p>141.133(c)(1) (i) and 141.134(c)</p>
<p>8. Send a copy of your sample for disinfectant residual results taken as a result of this schedule to U.S. EPA and Illinois EPA.</p>	<p>January 10, 2010 February 10, 2010 March 10, 2010 April 10, 2010 May 10, 2010 June 10, 2010 July 10, 2010 August 10, 2010 September 10, 2010 October 10, 2010 November 10, 2010 December 10, 2010 January 10, 2011 February 10, 2011 March 10, 2011 April 10, 2011 May 10, 2011 June 10, 2011</p>	<p>141.31(a)</p>
<p>9. Take a sample for SOCs listed at 40 C.F.R. § 141.61(c). (Alachlor; Atrazine; Carbofuran; Chlordane; Dibromochloropropane; 2,4-D; Ethylene dibromide; Heptachlor; Heptachlor epoxide; Lindane; Methoxychlor; Polychlorinated biphenyls (PCBs) Pentachlorophenol; Toxaphene; 2,4,5-TP;</p>	<p>March 31, 2010</p>	<p>141.24(h) and 141.28(a)</p>

Complete the Following Actions:	By the Listed Dates:	According to 40 CFR Section:
<p>Benzo[a]pyrene; Dalapon; Di(2-ethylhexyl) adipate; Di(2-ethylhexyl) phthalate; Dinoseb; Diquat; Endothall; Endrin; Glyphosate; Hexachlorobenzene; Hexachlorocyclopentadiene; Oxamyl (Vydate); and Picloram and Simazine)</p> <p>Take a sample at each entry point to your drinking water distribution system, after treatment, which is representative of each well. Each sample must be taken at the same sampling point, unless conditions make another sampling point more representative.</p> <p>If any of your results exceed the MCLs listed at 40 C.F.R. § 141.61, or the SOC detection limits listed at 141.24(h)(18) then refer to the instructions in Appendix C, Part E.</p>		
10. Send a copy of your SOCs sample results taken as a result of this schedule to U.S. EPA and Illinois EPA.	April 10, 2010	141.31(a)
11. Prepare and distribute a CCR with January 1, 2009 through December 31, 2009 data.	July 1, 2010	141.152-155
12. Send U.S. EPA and Illinois EPA a copy of your CCR with 2009 data, and a certification statement which includes the date and method of distribution of the CCR to your customers ensuring that all requirements have been met as a result of this schedule.	October 1, 2010	141.152-155
<p>13. Sample your drinking water for the following radionuclides: gross alpha particle activity, radium-226, and radium-228 at each entry point of your distribution system, representative of each well (sampling point).</p> <p>If Any Radionuclide Sample Results are Greater than the MCLs Listed at 40 C.F.R. § 141.66(b) through (e), you must complete the actions in Appendix C, Part F.</p>	January 31, 2011	141.26 and 141.28(a)
14. Send a copy of your radionuclides sample results taken as a result of this schedule to U.S.	February 10, 2011	141.31(a)

Complete the Following Actions:	By the Listed Dates:	According to 40 CFR Section:
EPA and Illinois EPA.		

Appendix C
Parts A- I TO COMPLIANCE SCHEDULE FOR
SKYVIEW SUBDIVISION Public Water System (PWS) (IL0915526) & WINDMILL
ESTATES PWS (IL0910070)

Part A/ Total Coliform Bacteria

For Any Positive Routine Sample Result of Total Coliform, You Must Complete the Following Actions:	By the Deadline:	According to 40 C.F.R. Section:
1. Further analyze any total coliform positive sample for fecal coliform and E. coli	upon completion of the total coliform analysis	141.21(e)(1)
2. Collect 4 samples for total coliform bacteria	within 24 hours of a positive sample result for total coliform bacteria	141.21(b)(1)
3. Take 5 routine samples for total coliform bacteria from sites that are representative of water throughout your drinking water distribution system	in the month following any month which had a positive total coliform bacteria result	141.21(b)(5)
4. If any repeat sample, or more than one routine sample in the same month, also has total coliform bacteria, you have an MCL violation for total coliform bacteria. You must notify the Illinois EPA that your total coliform bacteria results violated the MCL	by the end of the next business day from the time you learned of the total coliform bacteria positive results	141.21(g)(1)
<p>5. If your total coliform bacteria results violate the MCL and if either the routine or repeat samples contain fecal coliform or E. coli bacteria (an acute risk), then you must:</p> <ul style="list-style-type: none"> • notify people drinking your water and the general public using the notice titled "WARNING - DO NOT DRINK THE WATER" • initiate consultation with the Illinois EPA • comply with any additional public notification requirements, including any repeat notices or directions on the duration of the posted notices, that are established as a result of the consultation with the Illinois EPA 	<p>within 24 hours after you learn of the MCL violation</p> <p>as soon as practical, but no later than 24 hours after you learn of the violation</p> <p>on the date required by the Illinois EPA</p>	<p>141.202(b)(1)</p> <p>141.202(b)(2)</p> <p>141.202(b)(3)</p>

For Any Positive Routine Sample Result of Total Coliform, You Must Complete the Following Actions:	By the Deadline:	According to 40 C.F.R. Section:
<p>6. If your total coliform bacteria results violate the MCL but do not contain fecal coliform or E. coli bacteria, then you must notify people drinking your water and the general public, using the notice titled "Drinking Water Notice - Tests show presence of coliform bacteria in water"</p>	<p>within thirty (30) days after violating the MCL</p> <p>if you use posting, the notice must remain in place as long as the violation persists, but in no case for less than seven (7) days</p> <p>and every three (3) months after the first notice as long as the violation persists</p>	<p>141.203(b)(1)</p> <p>141.203(b)(2)</p>
<p>7. Send Illinois EPA and U.S. EPA a copy of your total coliform sampling results taken as a result of this schedule</p>	<p>within ten (10) days of receiving your results</p>	<p>141.31(a)</p>
<p>8. Submit to the Illinois EPA and U.S. EPA a copy of the public notice distributed and the certification statement that all public notice requirements have been met</p>	<p>within ten (10) days of notifying your customers</p>	<p>141.31(d)</p>

WARNING DO NOT DRINK THE WATER

Fecal coliform [or *E. coli*] bacteria were found in the water supply on _____ [date]

Bottled water is available from _____ [location]

Possible Health Effects

Fecal coliforms and E. coli are bacteria whose presence indicates that the water may be contaminated with human or animal wastes. Microbes in these wastes can cause diarrhea, cramps, nausea, headaches, or other symptoms. They may pose a special health risk for infants, young children, some of the elderly, and people with severely compromised immune systems.

People at increased risk should seek advice about drinking water in general from their health care providers.

Steps We Are Taking

[Describe corrective action.]

We will inform you when additional samples show no coliform bacteria and you may drink the water. We anticipate resolving the problem within _____ [estimated time frame]. For more information, please contact _____ [name of contact] of _____ PWS at _____ [phone number] or _____ [location/address].

State Water System ID# _____ Date distributed: _____

DRINKING WATER NOTICE

Tests show presence of coliform bacteria in water

We routinely monitor for the presence of drinking water contaminants. We took _____ [number] samples during _____ [month]. _____ [Number] of those samples showed the presence of total coliform bacteria. The standard is that no more than one sample per month may do so.

What This Means

This is not an emergency. Total coliform bacteria are generally not harmful themselves.

Coliforms are bacteria which are naturally present in the environment and are used as an indicator that other, potentially-harmful, bacteria may be present. Coliforms were found in more samples than allowed and this was a warning of potential problems. Usually, coliforms are a sign that there could be a problem with the system's treatment or distribution systems.

You may drink the water. However, if you have specific health concerns, consult your doctor.

People with severely compromised immune systems, infants, and some elderly may be at increased risk. These people should seek advice about drinking water from their health care providers.

Steps We Are Taking

[Describe corrective action.]

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

We will inform you when additional samples show no coliform bacteria. We anticipate resolving the problem within _____ [estimated time frame]. For more information, please contact _____ [name of contact] of _____ PWS at _____ [phone number] or _____ [location/address].

State Water System ID# _____ Date distributed: _____

Part B/Nitrate

If Your Nitrate Results Are Greater Than 10 mg/l, You Must Complete the Following Actions:	By the Deadline:	According to 40 C.F.R. Section:
1. Take an additional nitrate sample (confirmation sample)	within twenty-four (24) hours of receiving a nitrate sample result greater than 10 mg/l	141.23(f)(2)
2. Average the results of the initial sample and the confirmation sample	upon receipt of the results	141.23(i)(3)
3. If the average of the initial sample and the confirmation sample violates the 10 mg/l MCL for nitrate (an acute risk), then you must notify the Illinois EPA that your nitrate results violate the nitrate MCL	within forty-eight (48) hours after receiving the confirmation nitrate sample result that causes the average to be greater than 10 mg/l	141.31(b)
<p>4. If the average of the initial sample and the confirmation sample exceeds the 10 mg/l MCL for nitrate (an acute risk), then you must:</p> <ul style="list-style-type: none"> • notify people drinking your water and the general public of your nitrate results exceeding the MCL using the notice titled "DRINKING WATER WARNING - FOR PARENTS OF INFANTS 6 MONTHS AND YOUNGER" • initiate consultation with the Illinois EPA • comply with any additional public notification requirements, including any repeat notices or directions on the duration of the posted notices, that are established as a result of the consultation with the Illinois EPA 	<p>within twenty-four (24) hours after you receive the confirmation nitrate sample result that causes the average to be greater than 10 mg/l</p> <p>as soon as practical, but no later than twenty-four (24) hours after you learn of the violation</p> <p>on the date required by the Illinois EPA</p>	<p>141.202(b)(1)</p> <p>141.202(b)(2)</p> <p>141.202(b)(3)</p>
5. Send Illinois EPA and U.S. EPA a copy of your nitrate sampling results taken as a result of this schedule	by the 10 th day of the next month after receiving sample results	141.31(a)
6. Submit to the Illinois EPA and U.S. EPA a copy of the public notice distributed and the certification statement that all public notice	within ten (10) days of completion	141.31(d)

If Your Nitrate Results Are Greater Than 10 mg/l, You Must Complete the Following Actions:	By the Deadline:	According to 40 C.F.R. Section:
requirements have been met		

DRINKING WATER WARNING
FOR PARENTS OF INFANTS SIX (6) MONTHS AND YOUNGER
DO NOT USE THE WATER FOR INFANT FORMULA

High nitrate levels were detected on _____ [date]

Bottled water should be used. [We are providing bottled water for infants and their families at _____ PWS].

Adults and children older than 6 months can drink the water

A routine sample on _____ [date] showed a nitrate concentration in the drinking water of _____ [level and units]. This is above the nitrate standard, or maximum contaminant level, of 10 mg/L.

Possible Health Effects

Infants below the age of six months who drink water containing nitrate in excess of the maximum contaminant level could become seriously ill and, if untreated, may die. Symptoms include shortness of breath and blue baby syndrome. Blue baby syndrome is indicated by blueness of the skin. Nitrate is a concern for infants because they can't process nitrates in the same way adults can.

Symptoms in infants can develop rapidly, with health deteriorating over a period of days. If symptoms occur in a child less than six (6) months old, seek medical attention immediately.

If you are pregnant or have specific health concerns, you may wish to consult your doctor.

Steps We Are Taking

[Describe corrective action.]

We anticipate resolving the problem within _____ [estimated time frame]. We will inform you when this problem has been corrected. For more information, please contact _____ [name of contact] of _____ PWS at _____ [phone number] or _____ [location/address].

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

State Water System ID# _____ Date distributed: _____

Part C/ Nitrite

If Your Nitrite Results Are Greater Than 1 mg/l, You Must Complete the Following Actions:	By the Deadline :	According to 40 C.F.R. Section:
1. Take an additional nitrite sample (confirmation sample)	within twenty-four (24) hours of receiving a nitrite sample result greater than 1 mg/l	141.23(f)(2)
2. Average the results of the initial sample and the confirmation sample	upon receipt of the results	141.23(i)(3)
3. If the average of the initial sample and the confirmation sample violates the 1 mg/l MCL for nitrite (an acute risk), then you must notify the Illinois EPA that your nitrate results violate the nitrate MCL	within forty-eight (48) hours after receiving the confirmation nitrate sample result that causes the average to be greater than 1 mg/l	141.31(b)

If Your Nitrite Results Are Greater Than 1 mg/l, You Must Complete the Following Actions:	By the Deadline :	According to 40 C.F.R. Section:
4. If the average of the initial sample and the confirmation sample exceeds the 1 mg/l MCL for nitrite (an acute risk), then you must:		
<ul style="list-style-type: none"> notify people drinking your water and the general public of your nitrite results exceeding the MCL using the nitrite notice titled "DRINKING WATER WARNING - FOR PARENTS OF INFANTS 6 MONTHS AND YOUNGER" 	within twenty-four (24) hours after receiving the confirmation nitrate sample result that causes the average to be greater than 1 mg/l.	141.202(b)(1)
<ul style="list-style-type: none"> initiate consultation with the Illinois EPA 	as soon as practical, but no later than 24 hours after you learn of the violation	141.202(b)(2)
<ul style="list-style-type: none"> comply with any additional public notification requirements, including any repeat notices or directions on the duration of the posted notices, that are established as a result of the consultation with the Illinois EPA 	on the date required by the Illinois EPA	141.202(b)(3)
5. Send Illinois EPA and U.S. EPA a copy of your nitrite sampling results taken as a result of this schedule	within ten (10) days of receiving your results	141.31(a)
6. Submit to the Illinois EPA and U.S. EPA a copy of the public notice distributed and the certification statement that all public notice requirements have been met	within ten (10) days of notifying your customers	141.31(d)

DRINKING WATER WARNING

FOR PARENTS OF INFANTS SIX (6) MONTHS AND YOUNGER
DO NOT USE THE WATER FOR INFANT FORMULA

High nitrite levels were detected on _____ [date]

Bottled water should be used. [We are providing bottled water for infants and their families at _____ PWS].

Adults and children older than six (6) months can drink the water

A routine sample on _____ [date] showed a nitrite concentration in the drinking water of _____ [level and units]. This is above the nitrite standard, or maximum contaminant level, of 1 mg/L.

Possible Health Effects

Infants below the age of six months who drink water containing nitrite in excess of the maximum contaminant level could become seriously ill and, if untreated, may die. Symptoms include shortness of breath and blue baby syndrome. Blue baby syndrome is indicated by blueness of the skin. Nitrite is a concern for infants because they can't process nitrites in the same way adults can.

Symptoms in infants can develop rapidly, with health deteriorating over a period of days. If symptoms occur in a child less than 6 months old, seek medical attention immediately.

If you are pregnant or have specific health concerns, you may wish to consult your doctor.

Steps We Are Taking

[Describe corrective action.]

We anticipate resolving the problem within _____ [estimated time frame]. We will inform you when this problem has been corrected. For more information, please contact _____ [name of contact] of _____ PWS at _____ [phone number] or _____ [location/address].

Please share this information with all the other people who drink this water, especially those who may not have received this notice directly (for example, people in apartments, nursing

homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

State Water System ID# _____ Date distributed: _____

Part D/ Volatile Organic Contaminants

Table 1

If Any VOC Sample Results Are Greater than 0.0005 mg/l, You Must Complete the Following Actions:	By the Deadline:	According to 40 C.F.R. Section:
<p>1. Sample for the detected VOCs at each entry point to the drinking water distribution system, which resulted in the detection</p> <p>For Ground Water systems only: If you detect trichloroethylene, 1,1-Dichloroethylene, 1,1,1-Trichloroethane, cis-1,2 Dichloroethylene, Tetrachloroethylene, trans-1,2-Dichloroethylene, Dichloromethane, you must also sample for vinyl chloride.</p>	<p>in the quarter immediately following the detection and continuing each quarter until the U.S. EPA notifies you of a different schedule</p>	<p>141.24(f)(11)(i) and (v)</p>
<p>2. If the results from a sample taken from Defendant's water system indicate a detection above the MCLs for any of the VOCs listed at 40 C.F.R. 141.61(a), sample for the detected VOC(s)</p> <p>For systems monitoring quarterly: [MCL compliance is determined by a running annual average of all samples taken at each sampling point. If a sample result would cause the annual average to exceed the MCL, the system is out of compliance immediately. If the MCL is exceeded, refer to Table 2.]</p>	<p>in the quarter immediately following the detection above the MCLs, and continuing each quarter until the U.S. EPA notifies you of a different schedule</p>	<p>141.24(f)(15)(i)</p>
<p>3. Send Illinois EPA and U.S. EPA a copy of your sampling results taken as a result of this schedule</p>	<p>within ten (10) days of receiving your results</p>	<p>141.31(a)</p>

Table 2

If Your System Exceeds a VOC MCL Listed at 40 C.F.R. Section 141.61(a)(1) through (21), You Must Complete the Following Actions:	By the Deadline:	According to 40 C.F.R. Section:
<p>1. Sample at each sampling point for the VOC(s) that exceeded the MCL</p>	<p>in the quarter immediately following the VOC MCL violation, and continuing each quarter until the U.S. EPA notifies you of a different schedule</p> <p>A list of best available technologies for removal of organic contaminants can be found at 40 C.F.R. 141.61(b).</p>	<p>141.24(f)(12) and (f)(15)</p>
<p>2. Send Illinois EPA and U.S. EPA a copy of your sampling results taken as a result of this schedule</p>	<p>within ten (10) days after you receive the results</p>	<p>141.31(a)</p>
<p>3. If your VOC results violate the MCLs, then you must notify the public drinking your water. Please use the attached notice, "Important Information About Your Drinking Water"</p>	<p>within thirty (30) days after violating the MCL</p>	<p>141.205(a)</p>

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

_____ PWS HAS LEVELS OF (CONTAMINANTS) ABOVE DRINKING WATER STANDARDS

Our water system recently violated a drinking water standard. Although this is not an emergency, as our customers, you have a right to know what happened, what you should do, and what we are doing to correct this situation.

We routinely monitor for the presence of drinking water contaminants. Testing results we received on (date) show that our system exceeds the standard, or Maximum Contaminant Level (MCL) for (contaminant). The standard for (contaminant) is (level/unit). The average level of [contaminant] over the last year was [level]. Or [Contaminant] was found at [level].

What should I do?

- You do not need to use an alternative (e.g., bottled) water supply. However, if you have specific health concerns, consult you doctor.

What does this mean?

This is not an immediate risk. If it had been, you would have been notified immediately. However, (insert relevant standard health language)

What Happened? What is being done? Explain below.

We anticipate resolving the problem within _____
estimated time frame

For more information, please contact _____ at _____
name of contact
_____ of _____
phone number *mailing address*

Please share this information with all other people who drinking this water, especially those who may not have received this notice directly (for example, people in apartments, nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

This notice is being sent to you by _____ Public Water Supply ID# _____
system name *PWSID #*

Date Distributed

Part E / Synthetic Organic Contaminants

Table 1

For Any Sample Result Exceeding the SOC Detection Limit, You Must Complete the Following Actions:	By the Deadline:	According to 40 C.F.R. Section:
<p>1. Sample for the detected SOCs at each sampling point that had a detection</p> <p>For systems monitoring quarterly: [MCL compliance is determined by a running annual average of all samples taken at each sampling point. If a sample result would cause the annual average to exceed the MCL, the system is out of compliance immediately. If the MCL is exceeded, refer to Table 2]</p>	<p>in the quarter immediately following the detection and continuing each quarter until the U.S. EPA notifies you of a different schedule</p>	<p>141.24(h)(7) and (11)(i)</p> <p>141.24(h)(11)(i)</p>
<p>2. Send Illinois EPA and U.S. EPA a copy of your sampling results taken as a result of this schedule</p>	<p>within ten (10) days after you receive the results</p>	<p>141.31(a)</p>

Table 2

If Any SOC Sample Results are Greater than the MCLs Listed at 40 C.F.R. Section 141.61(c)(1) through (32), You Must Complete the Following Actions:	By the Deadline:	According to 40 C.F.R. Section:
<p>1. Sample at each sampling point for the SOC(s) that exceeded the MCL</p>	<p>in the quarter immediately following the SOC MCL violation, and continuing each quarter until the U.S. EPA notifies you of a different schedule</p> <p>A list of best available technologies for removal of organic contaminants can be found at 40 C.F.R. 141.61(b).</p>	<p>141.24(h)(7) and (11)</p>
<p>2. Send Illinois EPA and U.S. EPA a copy of your sampling results taken as a result of this schedule</p>	<p>within 10 days after you receive the results</p>	<p>141.31(a)</p>
<p>3. If your SOC results violate the MCLs, then you must notify the public drinking your water</p> <p>(Please use the attached notice, "Important Information About Your Drinking Water.")</p>	<p>within thirty (30) days after violating the MCL</p>	<p>141.205(a)</p>

Part F/Radionuclides

If Any Radionuclide Sample Results are Greater than the MCLs Listed at 40 C.F.R. § 141.66(b) through (e), You Must Complete the Following Actions:	By the Deadline:	According 40 C.F.R. Section:
1. Take an additional sample for the radionuclide with the result greater than the MCL at the same sampling point (confirmation sample).	Upon receipt of the results	141.26(c)(1)
2. Average the results of the initial sample and the confirmation sample.	Upon receipt of the results	141.26(c)(1)
<p>3. If an MCL is exceeded, sample for Radionuclides at the sampling point where the MCL violation occurred</p> <p>[MCL compliance is determined by a running annual average of all samples taken at each sampling point. If a sample result would cause the annual average to exceed the MCL, the system is out of compliance immediately.]</p>	<p>in the quarter immediately following the MCL violation, and continuing each quarter until the U.S. EPA notifies you of a different schedule</p> <p>A list of best available technologies for removal of organic contaminants can be found at 40 C.F.R. 141.66(g) and (h).</p>	141.26(a)(2)(iv), and (c)(3)(i) and (ii)
4. Send Illinois EPA and U.S. EPA a copy of your radionuclide sampling results taken as a result of this schedule	within ten (10) days of receiving your results	141.31(a)
5. If your sample results exceed an MCL, notify the public drinking your water [Please use the notice, "Important Information About Your Drinking Water."]	within thirty (30) days after violating the MCL	141.203(b)
6. Send Illinois EPA and U.S. EPA a copy of the public notice distributed and the certification	within ten (10) days of notifying	141.31(d)

statement that all public notice requirements have been met	your customers	
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