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

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U.S. DISTRICT COURT
CENTRAL DISTRICT OF ILLINOIS

UNITED STATES OF AMERICA, Plaintiff v. THE CITY OF ROCK ISLAND, ILLINOIS A Municipal Corporation and THE STATE OF ILLINOIS, Defendants.	Civil Action No. 4:00-CV-04076 Judge Joe B. McDade

CONSENT DECREE

WHEREAS:

Plaintiff, United States of America ("United States"), on behalf of the United States Environmental Protection Agency ("U.S. EPA"), filed a complaint in this civil action on August 18, 2000, naming the City of Rock Island, Illinois ("Rock Island" or "the City") and the State of Illinois ("Illinois") as defendants. Illinois was named as a defendant as required by Section 309(e) of the Clean Water Act (also referred to herein as the "Act"), 33 U.S.C. § 1319(e). On January 16, 2001, Rock Island filed its answer and affirmative defenses, which denied the material allegations set forth in the complaint.

Rock Island is a municipal corporation located in Rock Island County, Illinois, and is organized and existing under the laws of the State of Illinois. Rock Island owns, operates, and maintains a publicly owned treatment works ("POTW") which includes a treatment plant known as the Main Sewage Treatment Plant (the "Main STP") located at 1300 Mill Street, Rock Island, Rock Island County, Illinois, and a wastewater collection system ("Rock Island collection

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system") which collects wastewater from residential, commercial and industrial sources for the purpose of transporting that wastewater to the Main STP. The Rock Island POTW and collection system is authorized to discharge pollutants in accordance with a National Pollutant Discharge Elimination System ("NPDES") permit, into the Mississippi River; Blackhawk Creek, a tributary of the Rock River which flows into the Mississippi River; and the Sylvan Slough, which is a channel within the Mississippi River.

The United States brings its claims pursuant to Section 309 of the Act, 33 U.S.C. § 1319. In its complaint, the United States seeks the imposition of civil penalties and injunctive relief against Rock Island for alleged violations of Section 301(a) of the Act, 33 U.S.C. § 1311(a), and terms and conditions of the NPDES permit issued by the Illinois Environmental Protection Agency ("IEPA") as Permit No. IL0030783 in 1993, as modified or reissued in 1996, 1998, 1999 and 2002.

In entering into this Consent Decree, Rock Island does not make any admission of fact or law or evidence of same, or of any violation of any law or regulation. The United States, Illinois, and Rock Island agree by entering this Consent Decree that settlement of these matters, without further protracted litigation is fair, reasonable, and in the public interest.

The parties recognize that during the pendency of this Consent Decree, and even after implementation of the requirements of the Long Term Control Plan, there may be circumstances in which floatables and other pollutants as defined by the Act could be discharged from remaining Combined Sewer Overflows.

NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED, without adjudication of any issues of fact or law, except as provided in Section I, below, as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1345, 1355 and 1367, and Sections 309(b) and 505(a) of the Act, 33 U.S.C. §§ 1319(b)and 1365(a), and over the parties consenting thereto. The complaint of the United States states claims upon which relief can be granted under Section 309 of the Act, 33 U.S.C. § 1319. Venue is proper in the Central District of Illinois pursuant to Section 309(b) of the Act, 33 U.S.C. §§ 1319(b) and 1365(c), and 28 U.S.C. §§ 1391(b) and (c) and 1395(b).

II. APPLICABILITY

2. The provisions of this Consent Decree shall apply to and be binding upon the parties to this action, their officers, directors, agents, employees, successors, and assigns, and any person having actual notice of this Consent Decree who is, or will be, acting in concert or participation with Rock Island. Rock Island shall provide a copy of this Consent Decree to any successor in interest at least thirty (30) days prior to transfer of that interest, and simultaneously shall verify in writing to U.S. EPA that such notice has been given. Any sale or transfer of Rock Island's interests in or operating role with respect to the Main STP or the Rock Island collection system shall not in any manner relieve Rock Island of its responsibilities for meeting the terms and conditions of this Consent Decree. In any action to enforce this Consent Decree, Rock Island shall not raise as a defense the failure by any of its officers, directors, agents, employees, successors, assigns, or contractors to take actions necessary to comply with the Consent Decree.

III. OBJECTIVES

3. It is the express purpose of the parties in entering this Consent Decree to further the objectives of the Act, as enunciated at Section 101 of the Act, 33 U.S.C. § 1251, and to resolve claims against Rock Island as set forth in Section XVII (Effect of Settlement), below.

All plans, reports, construction, remedial maintenance, and other obligations in this Consent Decree or resulting from the activities required by this Consent Decree shall have the objective of causing Rock Island to come into and remain in full compliance with the terms and conditions of Rock Island's NPDES permit and to meet the objectives of U.S. EPA's April 19, 1994 "Combined Sewer Overflow (CSO) Policy," as these terms are defined in Paragraph 4 of this Consent Decree. The parties agree that the remedies, timetables and studies required under this Consent Decree are appropriate and feasible alternatives to address those matters alleged as violations in the Complaint.

IV. DEFINITIONS

4. Unless otherwise defined herein, terms used in this Consent Decree and the attached Appendices shall have the meaning given to those terms in the Act, 33 U.S.C. § 1251 et seq., the regulations promulgated thereunder at 40 C.F.R. § 122, and in Rock Island's NPDES permit.

(a) "Main STP" means the Main Sewage Treatment Plant located at 1300 Mill Street, Rock Island, Rock County, Illinois, owned, operated, and maintained by the City of Rock Island, Illinois.

(b) "Combined Sewer Overflow" or "CSO" shall mean any discharge from Rock Island's Combined Sewer System at a point prior to treatment at the Main STP. The term shall include any discharge: (1) from Outfalls A01, 003, 004, 005, 006, or 007 as more particularly described in Rock Island's NPDES permit (Permit No. IL0030783, as modified or reissued, as defined below), or (2) from any other outfall identified as a CSO in Rock Island's NPDES permit.

(c) "Combined Sewer Overflow Outfall" or "CSO Outfall" shall mean an outfall from which CSOs are discharged.

(d) "Combined Sewer System" or "CSS" shall mean the portion of Rock Island's sewer system designed to convey municipal sewage (domestic, commercial and industrial wastewaters) and stormwater through a single-pipe system to the Main STP or to a combined sewer overflow structure.

(e) "Consent Decree" or "Decree" shall mean this Decree, all Appendices hereto, and all plans, schedules, reports, memoranda, or other submittals approved by U.S. EPA pursuant to the requirements of this Decree or any Appendix hereto. In the event of any conflict between the Decree and any Appendix, this Decree shall control.

(f) "Defendants" shall mean the City of Rock Island, Illinois, and the State of Illinois.

(g) "Design" shall include detailed plans and specifications.

(h) "Infiltration" means the water entering a sewer system and service connections from the ground, through means including, but not limited to, defective pipes and sewer walls, pipe and sewer joints, connections, and manhole walls.

(i) "Inflow" means the water discharged into a sewer system, including service connections, from sources including, but not limited to, roof leaders, cellars, yard and area drains, foundation drains, cooling water discharges, drains from springs and swampy areas, manhole covers, cross connections from storm sewers and combined sewers, catch basins, storm waters, surface run-off, street wash waters, and drainage.

(j) "Infiltration/Inflow" and "I/I" mean infiltration and/or inflow.

(k) "MGD" or "mgd" means million gallons per day.

(l) "IEPA" means the Illinois Environmental Protection Agency.

(m) "Plaintiff" means the United States of America, on behalf of U.S. EPA.

(n) "Sanitary Sewer System" or "SSS" shall mean the system of sewers intended to carry liquid and water-carried waste to Rock Island's Main STP or to any sanitary sewer overflow structure from residences, commercial buildings, industrial plants, and institutions together with minor quantities of ground, storm, and surface waters that are not admitted intentionally.

(o) "Sanitary Sewer Overflow" or "SSO" shall mean an overflow, spill, release, or diversion of wastewater from a sanitary sewer system.

(p) "Sewer System" shall mean the wastewater collection and transmission system owned or operated by Rock Island designed to collect and convey municipal sewage (domestic, commercial and industrial) to Rock Island's Main STP or to a combined sewer overflow structure. "Sewer System" includes both the "Combined Sewer System" and the "Sanitary Sewer System."

(q) "Rock Island's NPDES permit" means Rock Island's National Pollutant Discharge Elimination System Permit No. IL0030783, effective October 23, 1993, and any modified permit or any permit which succeeds Permit No. IL0030783 issued to Rock Island, and which is in effect at a particular time in question.

(r) "Sensitive areas", as determined by the NPDES authority in coordination with state and federal agencies, as appropriate, include but are not limited to designated Outstanding National Resource Waters, National Marine Sanctuaries, waters with threatened or endangered species and their habitat, waters with primary contact recreation, public drinking water intakes or their designated protection areas, and shellfish beds.

V. COMPLIANCE PROGRAM AND SCHEDULES

5. As set forth below, Rock Island shall achieve and maintain compliance with its NPDES permit and the provisions of the Act, 33 U.S.C. § 1281 et seq., and shall implement a Long Term Control Plan in accordance with Appendix A.

A. Compliance with NPDES Permit

6. Rock Island shall at all times comply with all effluent limitations and all other requirements set forth in Rock Island's NPDES permit.

B. Long Term Control Plan

7. Rock Island shall develop and implement a Long Term Control Plan ("LTCP") for insuring that Rock Island's CSOs, and CSOs and bypasses from Outfall A01 as described in Rock Island's NPDES permit, comply with the requirements of Rock Island's NPDES permit, the Clean Water Act, and the objectives of U.S. EPA's April 19, 1994 CSO Policy. The LTCP shall meet the requirements set forth in Paragraph 8 ("Demonstration Approach") or, to the extent authorized in Paragraph 9 ("Presumption Approach"), the requirements for any of the three options set forth in Paragraphs 9(a), 9(b) or 9(c). The LTCP shall be developed and implemented in accordance with Appendix A and shall, at a minimum, include the elements described in Appendix A. Each submission under the LTCP, as approved by U.S. EPA, is incorporated by reference as part of the terms and conditions of this Consent Decree.

8. Demonstration Approach. The LTCP shall demonstrate that a selected control program, although not meeting the criteria specified below in Paragraph 9, will be adequate to meet the water quality based requirements of the Clean Water Act. The demonstration must confirm the following:

(a) The planned control program is adequate to meet applicable Water Quality Standards (WQS) and protect designated uses, unless such WQS or uses cannot be met as a result of natural background conditions or pollution sources other than CSOs;

(b) The CSO discharges remaining after implementation of the planned control program will not preclude the attainment of applicable WQS or the receiving waters' designated uses or contribute to their impairment.

(c) The planned control program will provide the maximum pollution reduction benefits reasonably attainable; and

(d) The planned control program is designed to allow cost-effective expansion or cost-effective retrofitting if additional controls are subsequently determined to be necessary to meet applicable WQS or designated areas.

9. Presumption Approach. Provided that discharges to any sensitive area as defined in Paragraph 4(r) are eliminated under the LTCP, the LTCP may provide for any of the three options set forth in Paragraphs 9(a) through 9(c), below. If such discharges are not eliminated to the sensitive areas, Rock Island shall use the demonstration approach set forth in Paragraph 8, above.

(a) The LTCP shall limit CSOs to no more than an average of four uncontrolled overflow events per year, provided that U.S. EPA may allow up to two additional uncontrolled overflow events per year. For the purpose of this criterion, an uncontrolled overflow event is one or more CSS overflows that result from a wet weather event, and that does not receive the minimum treatment specified in Paragraph 9(d) below. The LTCP shall, at a minimum, require treatment in accordance with Paragraph 9(d), below, for any additional overflow event; or

(b) The LTCP shall provide for the elimination or capture for treatment of no less than 85 percent by volume of the combined sewage collected in the CSS during wet weather events on a system-wide annual average basis. The LTCP shall, at a minimum, require treatment in accordance with Paragraph 9(d), below, for the volume collected pursuant to this subparagraph; or

(c) The LTCP shall provide for the elimination or removal of at least the mass of pollutants that would be removed from Rock Island's discharges if Rock Island implemented the presumption approach authorized under Paragraph 9(b), above, for the pollutant[s] identified as causing an impairment of water quality through the sewer system characterization, monitoring, and modeling effort described in Paragraphs 4(a) and 4(b) of Appendix A, and ambient in-stream monitoring by Rock Island.

(d) Combined sewer flows remaining after implementation of the nine minimum controls and after compliance with the criteria specified at Paragraph 9(a) or 9(b) above, shall receive a minimum of:

(i) Primary clarification (removal of floatables and settleable solids may be achieved by any combination of treatment technologies or methods that are shown to be equivalent to primary clarification);

(ii) Solids and floatables disposal; and

(iii) Disinfection of effluent, if necessary, to meet WQS, protect designated uses and protect human health, including removal of harmful disinfection chemical residuals, where necessary.

10. In the event that Rock Island discharges CSOs into multiple water bodies, the LTCP may provide for the use of the demonstration approach with respect to CSOs discharged into one receiving water body and the use of the presumption approach with respect to CSOs discharged into a different receiving water body.

C. U.S. EPA Approval Process for City LTCP Submissions

11. U.S. EPA and Rock Island have agreed that the LTCP shall include the terms and conditions set forth in Appendix A. A schedule to complete the LTCP is attached as Appendix B. Upon approval of the LTCP by U.S. EPA, the City shall implement the selected remedies according to the terms and conditions of the approved LTCP and the schedules under the LTCP. The schedules under the LTCP shall include a deadline for the completion of all construction and full implementation of all measures under the LTCP, which must be as early as possible but not later than March 31, 2018.

12. Nothing in this Consent Decree shall limit the rights of the Parties to agree to modifications of the dates initially set forth in the approved schedules of implementation. However, any such modification that extends the deadline for completion of all construction and full implementation beyond March 31, 2018 shall be subject to public notice and comment consistent with 28 CFR Section 50.7, and to approval by the District Court.

13. For each plan, report, schedule or other document submitted by the City under Appendix A or B for U.S. EPA approval, U.S. EPA, after providing IEPA with reasonable opportunity for consultation, may (a) approve the submittal, in whole or in part; (b) disapprove the submittal, in whole or in part; (c) approve the submittal upon specified conditions, directing the City to modify its submission; or (d) any combination of the above. If U.S. EPA approves the submittal, U.S. EPA shall notify the City in writing. If the submittal is disapproved in whole or in part, or approved with conditions, U.S. EPA shall describe the deficiencies or conditions in writing so that the City can make the required modifications and provide U.S. EPA with a modified submittal. The City may request a meeting with U.S. EPA to discuss the deficiencies, but no such request or meeting shall extend any deadlines set forth in this Section.

14. Within 60 days following receipt of any notice from U.S. EPA disapproving a submittal or directing modification of a submittal pursuant to the preceding paragraph (or within such longer time set forth in the notice or agreed to by the parties), the City shall submit a modified submittal to U.S. EPA for approval, subject only to the City's right to invoke the dispute resolution procedures set forth in Section XII. The modified submittal shall correct any deficiencies identified by U.S. EPA, and conform with any directions set forth in the notice provided pursuant to the preceding paragraph. If the City fails to submit a modified document to U.S. EPA within the 60-day period, U.S. EPA retains the right to modify or develop any disapproved or conditionally approved portion of the submittal. The City shall implement any such plan, report, schedule or other submittal as modified or developed by U.S. EPA, subject only to the City's right to invoke the dispute resolution procedures set forth in Section XII.

15. In the event that a resubmitted plan, report, schedule or other document or portion thereof is disapproved in whole or in part or approved with conditions by U.S. EPA, U.S. EPA shall provide the City with a written notice describing remaining deficiencies or conditions for approval. U.S. EPA may require the City to correct the deficiencies or satisfy the conditions for approval of the submittal within a specified time frame, or U.S. EPA may modify or develop any disapproved or conditionally approved portion of the submittal. The City may request a meeting with U.S. EPA to discuss the deficiencies, but no such request or meeting shall extend any deadlines set forth in this Section. Following receipt of a notice requiring the City to correct deficiencies or satisfy conditions for approval, the City shall submit a modified document in accordance with U.S. EPA's directions, subject only to the City's right to invoke the dispute resolution procedures set forth in Section XII.

16. Notwithstanding the receipt of a notice of disapproval pursuant to paragraph 13 or 15, above, the City shall proceed, if directed by U.S. EPA, to take any action required by any nondeficient portion of the City's submission, if such action can be undertaken independent of the deficient portion of the City's submission. Implementation of any nondeficient portion of a submission shall not relieve the City of any liability for stipulated penalties under Section X.

17. All plans and studies submitted pursuant to this Consent Decree shall be incorporated herein as part of this Consent Decree upon submission and approval by U.S. EPA.

18. The City shall undertake the plans and studies submitted pursuant to this Consent Decree in good faith with the intent of effectively evaluating the matters addressed by the plan or study.

19. Rock Island's City Council will take all lawful and appropriate actions to facilitate the implementation of this Consent Decree, including prompt review and approval of any bids, contracts, or other documents, and, if applicable, prompt review and approval of any schedule of work necessary to maintain compliance with this Consent Decree.

VI. SUPPLEMENTAL ENVIRONMENTAL PROJECT

20. The City agrees to, and shall under this Consent Decree, implement a Supplemental Environmental Project ("SEP"), also referred to as "the Sylvan Slough Retain the Rain Demonstration Project," in accordance with the provisions set forth below in this Section. Specifically, the City agrees to, and shall as part of the settlement of this matter, implement the SEP on a parcel of riverbank property (the "Project Area") that occupies approximately five acres adjacent to the Sylvan Slough, a slough located in the Mississippi River. The Project Area is identified on Appendix C attached hereto.

21. The SEP is intended to secure significant environmental or public health benefits. The purposes of the Sylvan Slough Retain the Rain Demonstration Project are: (1) to mitigate adverse effects of stormwater run-off on water quality of surface water bodies; (2) to improve habitat conditions in the Project Area; (3) to enhance public access to the Project Area for educational, recreational, and environmental purposes; and (4) to educate the public in the City of Rock Island and the Quad City area concerning stormwater control techniques and benefits.

22. As part of the Sylvan Slough Retain the Rain Demonstration Project, the City shall: (1) create and maintain bioswales that extend at least 240 linear feet across the Project Area and are designed to filter stormwater run-off; (2) seed the Project Area with native plant species, creating a five-acre prairie environment designed to serve as a vegetative buffer that filters stormwater run-off entering the Mississippi River; (3) establish and maintain an aquatic garden within the Project Area; (4) plant and maintain at least twenty trees within the Project Area; (5) construct one or more foot paths of crushed concrete and brick in the Project Area; and (6) permit public access to the Project Area for recreational, educational, and environmental purposes.

23. The City shall expend not less than $60,550 to complete the activities described in paragraph 22 above. No part of this expenditure shall include federal funds, including low interest federal loans, federal contracts, or federal grants. Expenditures for activities other than those specified above will not count towards the requisite expenditure of $60,550.

24. The City may use outside consultants or agencies, contractors, or employees of any City agency or department to accomplish the tasks in the SEP. However, the City shall remain solely responsible for compliance with the requirements of this Section of the Consent Decree.

25. Within 90 days following entry of this Consent Decree, the City shall submit a Sylvan Slough Retain the Rain Demonstration Project Plan ("SEP Project Plan") to U.S. EPA for approval. The SEP Project Plan shall include a detailed scope of work for the project that incorporates the activities required under paragraph 22 above; a schedule of milestones for completing the SEP as expeditiously as practicable, but in no event longer than 3 years after entry of this Consent Decree; and a detailed itemized cost summary.

26. After the City submits the SEP Project Plan to U.S. EPA for approval, U.S. EPA may: (a) approve the submittal, in whole or in part; (b) disapprove the submittal, in whole or in part; (c) approve the submittal upon specified conditions, directing the City to modify its submission; or (d) any combination of the above. If U.S. EPA approves the submittal, U.S. EPA shall notify the City in writing. If the SEP Project Plan is disapproved in whole or in part, or approved with conditions, U.S. EPA shall describe the deficiencies or conditions in writing so that the City can make the required modifications and provide U.S. EPA with a modified submittal. The City may request a meeting with U.S. EPA to discuss the deficiencies, but no such request or meeting shall extend any deadlines in this Consent Decree.

27. Within 30 days following receipt of any notice from U.S. EPA disapproving the SEP Project Plan or directing modification of the submittal pursuant to the preceding paragraph (or within such longer time set forth in the notice or agreed to by the parties), the City shall submit a modified SEP Project Plan to U.S. EPA for approval. The modified submittal shall correct any deficiencies identified by U.S. EPA, and conform with any directions set forth in the notice provided pursuant to the preceding paragraph.

28. Notwithstanding the receipt of a notice of disapproval pursuant to paragraph 27, above, the City shall proceed, if directed by U.S. EPA, to take any action required by any

nondeficient portion of the City's SEP Project Plan, if such action can be undertaken independent of the deficient portion of the City's submission. Implementation of any nondeficient portion of the submission shall not relieve the City of any liability for stipulated penalties under Section X.

29. Upon written approval of the SEP Project Plan by U.S. EPA, the City shall implement the scope of work according to the U.S. EPA-approved schedule of milestones included in the plan. Nothing in this Consent Decree shall be construed to require the City to expend more than $60,550 to complete activities referred to in paragraph 22.

30. The City shall submit a SEP Completion Report within four months after completion of construction of the SEP but in no case any later than three years and four months from the date of entry of this Consent Decree. The SEP Completion Report shall contain the following information:

a. A detailed description of the SEP as implemented;

b. A description of the operating problems, if any, encountered during implementation of the SEP, and the solutions thereto;

c. Itemized costs;

d. Certification that the SEP has been fully implemented in accordance with the provisions of this Consent Decree or that the City's expenditures for the activities described in paragraph 22 have exceeded $60,550; and

e. A description of the environmental and public benefits resulting from the implementation of the SEP, including a description of the benefits and pollutant reductions and an explanation of how such benefits were measured, calculated, or estimated.

31. In itemizing its costs in the SEP Completion Report, the City shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the SEP Completion

Report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this paragraph, "acceptable documentation" includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment was made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment was made.

32. After receipt of the SEP Completion Report, U.S. EPA will: (a) notify the City, in writing, regarding any deficiencies in the SEP Completion Report itself; (b) notify the City in writing that U.S. EPA concludes that the project has been completed satisfactorily; and/or (c) notify the City in writing that U.S. EPA has determined that the project has not been completed satisfactorily and intends to seek stipulated penalties in accordance with paragraph 48 herein.

33. If U.S. EPA elects to exercise option (a) under paragraph 32 above, i.e., if the SEP Completion Report is determined to be deficient, and U.S. EPA has not yet made a final determination about the adequacy of SEP completion, U.S. EPA shall describe the deficiencies in writing so that the City can make the required modifications and provide U.S. EPA with a modified submittal. The City may request a meeting with U.S. EPA to discuss the deficiencies, but no such request or meeting shall extend any deadlines in this Consent Decree.

34. Within 30 days following receipt of any notice from U.S. EPA disapproving the SEP Completion Report or directing modification of the submittal pursuant to the preceding paragraph (or within such longer time set forth in the notice or agreed to by the parties), the City shall submit a modified SEP Completion Report to U.S. EPA for approval. The modified SEP Completion Report shall correct any deficiencies identified by U.S. EPA, and conform with any directions set forth in the notice provided pursuant to the preceding paragraph. If the modified

SEP Completion Report is determined by U.S. EPA to be deficient, U.S. EPA shall provide a written statement of its decision on the adequacy of the completion of the SEP to the City, which decision shall be final and binding on the City. The City agrees to comply with any requirements imposed by U.S. EPA as a result of any failure to comply with the terms of this SEP. In the event the SEP is not completed as contemplated herein, as determined by U.S. EPA, stipulated penalties shall be due and payable by the City to U.S. EPA in accordance with paragraph 48 herein.

35. The City shall be responsible for continuously operating and maintaining the Sylvan Slough Retain the Rain Demonstration Project for not less than three years subsequent to construction completion.

36. The City shall maintain legible copies of documentation of the underlying research and data for any and all documents or reports submitted to U.S. EPA pursuant to this SEP, and shall provide the documentation and any such underlying research and data to U.S. EPA not more than fourteen (14) days after a request for such information or within such other period of time agreed to in writing by U.S. EPA and the City. In all SEP documents or reports submitted to U.S. EPA pursuant to this Consent Decree, the City shall include the certification statement required by Paragraph 75 of this Consent Decree. The certification statement shall be signed by an official or authorized agent of the City.

37. The City hereby certifies that, as of the date of lodging of this Consent Decree, it is not required to perform or develop the Sylvan Slough Retain the Rain Demonstration Project by any federal, State, or local law or regulation; nor is the City required to perform the project by agreement, grant, or as injunctive relief in this or any other case or in compliance with State or local requirements. The City further certifies that it has not received, and is not presently

negotiating to receive credit, for the Sylvan Slough Retain the Rain Demonstration Project in any other enforcement action.

38. Any public statement, oral or written, in print, film, or other media, made by the City publicizing the SEP shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action taken by the United States Environmental Protection Agency for alleged violations of the Clean Water Act."

39. This Consent Decree shall not be construed to constitute U.S. EPA approval of the equipment or technology installed by the City in connection with the SEP undertaken pursuant to this Consent Decree.

40. All SEP plans and reports submitted pursuant to this Consent Decree shall be incorporated herein as part of this Consent Decree upon submission and approval by U.S. EPA.

VII. FUNDING

41. Compliance with the terms of this Consent Decree by Rock Island is not conditioned on the receipt of federal or state grant or loan funds or upon Rock Island's financial capabilities. In addition, Rock Island's failure to comply is not excused by the lack of federal or state grant or loan funds, or by the processing of any applications for the same, or by Rock Island's financial capabilities. Rock Island reserves the right to petition U.S. EPA for a change in compliance dates if it experiences significant adverse changes in its financial capabilities.

VIII. REPORTING

42. Beginning with the end of the next full calendar quarter after entry of this Consent Decree and for every calendar quarter thereafter until this Consent Decree terminates in accordance with Section XXV, Termination, below, Rock Island shall submit written status reports to U.S. EPA and IEPA. In each report, Rock Island shall provide the following:

(a) a statement setting forth the deadlines and other terms that Rock Island is required by this Consent Decree to meet since the date of the last quarterly statement, whether and to what extent Rock Island has met these requirements, and the reasons for any noncompliance; and

(b) a general description of the work completed within the three-month period, and a projection of work to be performed pursuant to this Consent Decree during the next or succeeding three-month period. Notification to U.S. EPA and IEPA of any anticipated delay shall not, by itself, excuse the delay.

IX. COMMUNICATIONS

43. Except as specified otherwise, when written notification (including all reports) or communication with the United States, U.S. EPA, the United States Department of Justice, the United States' Attorney, the State of Illinois, IEPA, or Rock Island is required by the terms of this Consent Decree, it shall be addressed as follows:

As to the United States Department of Justice:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
Post Office Box 7611
Washington, D.C. 20044-7611
Reference Case No. 90-5-1-1-06489

As to the United States Attorney for the Central District of Illinois:

Gerard A. Brost
Assistant United States Attorney
United States Attorney's Office
211 Fulton St., 4th Floor
One Technology Plaza
Peoria, Illinois 61602

As to U.S. EPA :

Chief
Water Enforcement and Compliance Assurance Branch
Water Division (WC-15J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson Blvd
Chicago, Illinois, 60604

Kevin C. Chow
Associate Regional Counsel
Office of Regional Counsel (C-14J)
U.S. Environmental Protection Agency, Region 5
77 West Jackson, Blvd.
Chicago, Illinois 60604

As to the State:

Tom Andryk
Associate Counsel
Illinois Environmental Protection Agency
1021 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9276

Thomas Davis, Esq.
Illinois Attorney General's Office
Chief, Environmental Section
500 South Second Street
Springfield, Illinois 62706

As to Rock Island:

Robert Hawes
Director of Public Works
City of Rock Island
1528 Third Avenue
Rock Island, Illinois 61201

John Konecky, Esq.
City Attorney
Konecky, Koenig & Terronz
1515 Fourth Avenue
Rock Island, Illinois 61201

Roy M. Harsch, Esq.
Gardner, Carton & Douglas
191 North Wacker Drive, Suite 3700
Chicago, Illinois 60606-1698

Any party, upon written notification to the other parties, may change the addresses to whom communications with that party shall be sent. All notifications or communications shall be deemed submitted on the date they are postmarked and sent by first class mail, certified mail, return receipt requested or by express mail.

X. STIPULATED PENALTIES

44. Rock Island shall be liable to the United States for stipulated penalties in the amounts set forth in this Section for failure to comply with the requirements of this Consent Decree specified below, unless excused under Section XI, Force Majeure. "Compliance" by Rock Island with any specified requirement of this Consent Decree shall include satisfactory completion of all activities, and satisfaction of any conditions, necessary to fully implement the specified requirement, within any time schedules and deadlines established by and approved by U.S. EPA under this Consent Decree with respect to such requirement.

45. For each failure to comply with any deadline for completion of construction or for achievement of full operation set forth in the implementation schedule developed and approved pursuant to paragraph 7 of Appendix A, and, except as provided in paragraph 51 below, for each failure to submit timely and adequate design plans and specifications in accordance with such implementation schedule, Rock Island shall pay the following stipulated penalties to the United States per violation per day:

Period of Noncompliance	Penalty per Day per Violation
Days 1-30	$ 500
Days 31-60	$ 750
Days 61-90	$ 1,500
Days 91 and over	$ 3,500

46. Except as provided in paragraph 51, for each failure to submit a timely and adequate plan, report, schedule or other submission identified in item 3, 4, 5, 10, 11 or 16 of Appendix B, Rock Island shall pay the following stipulated penalties to the United States per violation per day:

Period of Noncompliance	Penalty per Day per Violation
Days 1-30	$ 500
Days 31-60	$ 750
Days 61and over	$ 1,500

47. For each failure to allow access to the Rock Island POTW in accordance with Section XIV, below, Rock Island shall pay the following stipulated penalties to the United States per day:

Period of Noncompliance	Penalty per Day per Violation
Days 1-30	$ 250
Days 31-60	$ 500
Days 61 and over	$ 750

48. Rock Island shall be liable for stipulated penalties as provided below in this paragraph if Rock Island fails to implement the Supplemental Environmental Project in accordance with Section VI or if actual expenditures for the activities referred to in paragraph 22 above do not equal or exceed $60,550.

(a) Except as provided in subparagraph (b) immediately below, if Rock Island does not satisfactorily complete the SEP in accordance with the approved SEP Project Plan, Rock Island shall pay the United States a stipulated penalty in the amount of $51,840.

(b) Rock Island shall not be liable for any stipulated penalty for failure to satisfactorily complete the SEP in accordance with the approved SEP Project Plan if:

(1) Rock Island expended at least $60,550 in performing activities referred to in paragraph 22 in accordance with the approved SEP Project Plan; or

(2) U.S. EPA determines that Rock Island: (i) made good faith and timely efforts to complete the project; and (ii) certifies, with supporting documentation, that Rock Island expended at least $54,495 in performing activities referred to in paragraph 22 in accordance with the approved SEP Project Plan;

(c) If Rock Island completes the SEP in accordance with the approved SEP Project Plan but spends less than $54,495 in performing activities referred to in paragraph 22 in accordance with the approved SEP Project Plan, Rock Island shall pay the United States a stipulated penalty in the amount of $8640.

(d) For failure to submit a timely and adequate SEP Completion Report required by paragraph 30, Rock Island shall pay the following stipulated penalties to the United States per day:

Period of Noncompliance	Penalty per Day
Days 1-30	$ 500
Days 31-60	$ 750
Days 61 and over	$ 1,500

49. The determination of whether Rock Island has made a good faith, timely effort to implement the SEP shall be in the sole discretion of U.S. EPA. Disputes concerning the satisfactory performance of the SEP and the amount of eligible SEP costs may be resolved under Section XII (Dispute Resolution) of this Consent Decree. No other disputes arising under Section VI (Supplemental Environmental Project) shall be subject to dispute resolution.

50. Multiple penalties may accrue on any one day for different violations of different requirements of this Consent Decree even if such violations are caused by the same set of circumstances.

51. Stipulated penalties for late submission of any plan, report, schedule or other submission referred to in paragraphs 45, 46, or 48(d) shall begin to accrue on the day after such submittal was due. Stipulated penalties for any failure to submit an adequate plan, report, schedule or other submission referred to in paragraphs 45, 46, or 48(d), above, shall automatically begin to accrue from the date Rock Island receives written notice, as provided in paragraphs 13 or 32, above, that U.S. EPA disapproved the submittal, in whole or in part, or approved the submittal with conditions. Except as provided in paragraph 67, below, such stipulated penalties shall continue to accrue until U.S. EPA receives a revised submittal which U.S. EPA ultimately approves. Notwithstanding the preceding provisions of this paragraph, Rock Island shall not be required to pay accrued stipulated penalties for a failure to submit a plan, report, schedule or other submission referred to in paragraphs 45, 46, and 48(d), above, if Rock Island timely resubmits the plan, report, schedule or other submission to U.S. EPA in accordance with paragraphs 14 or 34, above, and such resubmission corrects the deficiencies identified in the notice issued by U.S. EPA under paragraphs 13 or 32, above.

52. Except as provided in paragraph 67, below, stipulated penalties under paragraph 45 for failure to comply with any implementation schedule deadline for commencement of construction or for commencement of full operation shall begin to accrue on the first day that Rock Island fails to meet the implementation schedule deadline, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. Except as provided in paragraph 67, below, stipulated penalties under paragraph 47 shall begin

to accrue on the day Rock Island fails to allow access in accordance with Section XIV of this Consent Decree and shall continue to accrue until Rock Island notifies U.S. EPA in writing that such access will be allowed.

53. Following U.S. EPA's determination that Rock Island has failed to comply with a requirement of this Consent Decree identified in paragraphs 45 through 48, above, U.S. EPA shall give Rock Island written notification of the same, describe the noncompliance, and demand payment of stipulated penalties for the noncompliance. Stipulated penalties accruing under this Section shall be due and payable to the United States within thirty (30) days following Rock Island's receipt of such demand for payment. However, penalties shall accrue as provided in this Consent Decree regardless of whether or when U.S. EPA has notified Rock Island of a violation.

54. Any stipulated penalties incurred by Rock Island shall be paid by a cashier's check or certified check or check drawn on a City account payable to "United States Department of Justice" and shall be tendered to the U.S. Attorney's Office, c/o Financial Litigation Unit, 318 South Sixth Street, Springfield, Illinois 62701. The transmittal letter accompanying the check shall specify the caption and docket number of this action, the facility, the violations for which the stipulated penalties are being paid, and DOJ Ref. No. 90-5-1-1-06489. A copy of the letter and the check shall simultaneously be sent to U.S. EPA Region 5, Water Compliance Branch, Compliance Section, WC-15J, 77 West Jackson Boulevard, Chicago, Illinois 60604, and to Chief, Environmental Enforcement Section, United States Department of Justice, Post Office Box 7611, Washington, D.C. 20044-7611.

55. In the event that a stipulated civil penalty is not paid within 30 days of Rock Island's receipt of a written demand as required by Paragraph 53, the stipulated civil penalty shall, upon written demand of the United States, be payable with interest from the original due

date (thirty days after the written demand) to the date of payment, at the statutory judgment rate set forth at 28 U.S.C. § 1961(a).

56. In any dispute over the applicability of stipulated penalties, Rock Island shall bear the burden of proving that it is not subject to stipulated penalties, in accordance with Section XII, Dispute Resolution.

57. Nothing in this Consent Decree shall be construed as prohibiting, altering, or in any way limiting the ability of the United States to seek any other remedies or sanctions available by virtue of Rock Island's violation of this Consent Decree or of Rock Island's NPDES permit or of the Clean Water Act. Moreover, payment of stipulated penalties as provided in this Section shall be in addition to any other rights, remedies, or sanctions that may be available to the United States by reason of Rock Island's failure to comply with requirements of this Consent Decree, Rock Island's NPDES permit(s), or the Clean Water Act. However, in an action for civil penalties based upon a violation of a statute, the parties stipulate that evidence that Rock Island has paid a stipulated penalty to the United States for the same violation for the same day in issue is admissible and can be considered as a factor in mitigation of a penalty. The payment of stipulated penalties shall not be construed to relieve Rock Island from specific compliance with this Consent Decree or applicable federal or State law, nor shall it limit the authority of U.S. EPA to require compliance with such laws. The United States is specifically authorized to seek injunctive relief in this civil action to address any violation of this Consent Decree.

58. If Rock Island in good faith invokes dispute resolution as provided in Section XII, below, stipulated penalties shall accrue as provided in Paragraphs 51 and 52 during such dispute resolution period, but need not be paid to the United States until the following:

(a) If the dispute is resolved by agreement or by a decision of U.S. EPA that is not appealed to this District Court, accrued penalties determined to be owing shall be paid to the United States within 30 days of the agreement or the receipt of U.S. EPA's decision or order;

(b) If the dispute is appealed to this District Court and the United States prevails in whole or in part, Rock Island shall pay all accrued penalties determined by the District Court to be owed to the United States within 30 days of receipt of the District Court's decision or order, except as provided in subparagraph (c) below;

(c) If the District Court's decision is appealed by any Party, Rock Island shall pay all accrued penalties determined by the District Court to be owing to the United States into an interest-bearing escrow account within 30 days of receipt of the District Court's decision or order. Penalties shall be paid into this account as they continue to accrue, at least every 30 days. Within 15 days of receipt of the final appellate court decision, the escrow agent shall pay the balance of the account to U.S. EPA or to Rock Island to the extent that such party(ies) prevail(s).

To the extent Rock Island prevails in a dispute resolution proceeding, no stipulated penalties shall be due to the United States.

59. If Rock Island fails to pay stipulated penalties when due, the United States may institute proceedings in this action to collect the penalties and interest. U.S. EPA, in its sole discretion and not subject to judicial review, may waive all or any portion of a stipulated penalty that accrues under this Consent Decree.

XI. FORCE MAJEURE

60. "Force Majeure" for the purposes of this Consent Decree is defined as an event arising from causes beyond the control of Rock Island or the control of any entity controlled by Rock Island, including its consultants and contractors, which delays or prevents the performance of any obligation under this Consent Decree. Nothing in this section is intended to relieve Rock Island of its duty to use all due diligence to complete the requirements of this Consent Decree in a timely matter or of Rock Island's obligation to meet all discharge limitations and other

obligations contained in Rock Island's NPDES permit. Unanticipated or increased costs or changed financial circumstances are not Force Majeure events. Failure to apply for a required permit or approval, or to provide in a timely manner all information required to obtain a permit or approval necessary to meet the requirements of this Consent Decree, are not Force Majeure events. However, if a permitting authority fails to issue, renew or modify - or delays in issuing, renewing or modifying - a lawful permit, order or other action required for any part of the work under this Consent Decree, Rock Island may seek relief under the Force Majeure provisions of this Consent Decree. If Rock Island is unable to perform any obligation in this Consent Decree in a timely manner as a direct result of the failure of U.S. EPA or IEPA to review, comment, disapprove, and/or approve an adequate and timely submittal from Rock Island, Rock Island may seek relief under the Force Majeure provisions of this Consent Decree.

61. If any event occurs that causes or may delay the completion of any requirement of this Consent Decree, whether or not due to a Force Majeure event, Rock Island shall so notify U.S. EPA, in writing, within fourteen (14) days after Rock Island knows, or, in the exercise of due diligence should have known of the event. The notice shall describe in detail the bases for Rock Island's contention that it experienced a Force Majeure event, the precise cause or causes of the event, the measures taken or to be taken to prevent or minimize the noncompliance or event, and the timetable by which those measures will be implemented. Failure to so notify U.S. EPA shall constitute a waiver of any claim of Force Majeure as to the event in question.

62. If U.S. EPA finds that a delay in performance is, or was, caused by a Force Majeure event, it shall extend the time for performance, in writing, for a period to compensate for the delay resulting from such event and stipulated penalties shall not be due for such period. In proceedings on any dispute regarding a delay in performance, the provisions of Section XII,

Dispute Resolution, shall apply, and Rock Island shall have the burden of proving that the delay is, or was, caused by a Force Majeure event, and that the amount of additional time requested is necessary to compensate for that event.

63. Compliance with a requirement of this Consent Decree shall not by itself constitute compliance with any other requirement. An extension of one compliance date based on a particular event shall not automatically extend another compliance date or dates. Rock Island shall make an individual showing of proof regarding the cause of each delayed incremental step or other requirement for which an extension is sought. Rock Island may petition for the extension of more than one compliance date in a single request.

XII. DISPUTE RESOLUTION

64. 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. However, the procedures set forth in this Section shall not apply to actions by the United States to enforce obligations of Rock Island that have not been disputed in accordance with this Section.

65. Any dispute that arises between Rock Island and the United States with respect to the meaning or application of any of the requirements of this Consent Decree shall be, in the first instance, the subject of informal negotiations between those parties to attempt to resolve such disputes. Such period of informal negotiations shall not extend beyond thirty (30) days from the date when notice of a dispute is given by one party to the others, unless all parties to the dispute have agreed in writing to extend that period. After informal negotiations, if the parties to the dispute are unable to agree upon the meaning or application of the requirements of this Consent Decree, then Rock Island shall comply with the position taken by U.S. EPA subject only to Rock

Island's right to petition the Court as set forth in Paragraph 66, below. This dispute resolution process shall not apply to the issuance, renewal, modification, denial or revocation of a permit, or the issuance of orders or other actions of the Illinois Environmental Protection Agency.

66. Within thirty (30) days of the end of the informal negotiations period for resolution of the dispute set forth in Paragraph 65, above, Rock Island may petition the Court for relief. Such petition shall set forth the nature of the dispute and proposal for its resolution. The United States shall have thirty (30) days to respond to the petition and propose an alternate resolution. In any such dispute, the Court will conduct a de novo review in which Rock Island shall bear the burden of demonstrating that its actions or positions taken are in accordance with and will assure Rock Island's compliance with, the terms, conditions, requirements and objectives of this Consent Decree, the Clean Water Act, Rock Island's NPDES permit, and where applicable, the CSO Policy. Any party may request an evidentiary hearing for good cause.

67. Except as provided in this Consent Decree, agreed to in writing by the parties, or ordered by the Court, the filing of a petition asking the Court to resolve a dispute shall not in and of itself extend or postpone any deadline or obligation of Rock Island, provided that payment of any stipulated penalties with respect to the disputed matter shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of any failure or refusal to comply with any term or condition of this Consent Decree, except as provided in Paragraph 51. In the event that Rock Island does not prevail on the disputed issue, stipulated penalties, if applicable, shall be assessed and paid as provided in Section X, Stipulated Penalties. For any dispute which may arise out of a disapproval in whole or in part or an approval with conditions by U.S. EPA of Rock Island's Long Term Control Plan plans,

reports, studies or other documents submitted in accordance with Section V.B., stipulated penalties shall not accrue during the period, if any, beginning on the 31st day after the Court's receipt of the United States' response submission, as set forth in Paragraph 66, above, regarding the dispute until the date that the Court issues a final decision regarding such dispute. The preceding sentence shall not apply if Rock Island did not have a reasonable basis for the dispute or if the petition was filed for the purposes of delay.

XIII. CIVIL PENALTY

68. Rock Island shall pay a civil penalty of $64,800 to the United States within 30 days following entry of this Consent Decree. Payment to the United States shall be made via Fed wire Electronic Funds Transfer ("EFT") to the Department of Justice Lockbox Bank in accordance with specific instruction to be timely provided to Rock Island upon entry of this Consent Decree and shall reference DOJ case No. 90-5-1-1-06489, the Civil Action Number assigned to this case by the United States District Court, Central District of Illinois, and File No. _____ for the United States Attorney's Office for the Central District of Illinois. Any funds received at the Lockbox bank after 11:00 a.m. (Eastern Time) shall be credited on the next business day. Rock Island shall advise the Financial Litigation Unit of the United States Attorney's Office for the Central District of Illinois at the time payment is being wire-transferred. In addition, Rock Island shall confirm to U.S. EPA and the Department of Justice that payment has been made by providing notice in the manner specified in Section IX, Communications, above.

69. Nothing in this Section XIII, Civil Penalty, or in Section X, Stipulated Penalties, shall be construed to limit any other remedies available for violations of this Consent Decree, any NPDES permit, or any regulation or provision of law, including, but not limited to,

injunctive relief and civil or criminal contempt sanctions. Where an act or omission that constitutes a violation of this Consent Decree also constitutes a violation of a statute, the United States may elect, in its sole discretion of each, to seek civil penalties under the statute. However, in an action for civil penalties based upon a violation of a statute, the parties stipulate that evidence that Rock Island has paid a stipulated penalty to the United States, U.S. EPA, and/or the State of Illinois, for the same violation for the same day in issue is admissible and can be considered as a factor in mitigation of a penalty.

70. Interest shall accrue on any amounts overdue to the United States under the terms of this Consent Decree at the rate established by the Secretary of the Treasury, pursuant to 31 U.S.C. § 3717.

XIV. RIGHT OF ENTRY

71. U.S. EPA and IEPA, and their representatives, contractors, consultants, and attorneys shall have the right of entry into and upon the Rock Island POTW, at all reasonable times, upon proper presentation of credentials, for the purposes of:

(a) Monitoring the progress of activities required by this Consent Decree;

(b) Verifying any data or information required to be submitted pursuant to this Consent Decree;

(c) Obtaining samples and, upon request, splits of any samples taken by Rock Island or its consultants. Upon request, Rock Island will be provided with splits of all samples taken by the United States or IEPA along with a list of the tests and analyses to be performed on any such samples. Upon request, Rock Island shall also be provided with copies of any inspection reports prepared by the United States or the IEPA related to the Rock Island Main STP or sewer system;

(d) Otherwise assessing Rock Island's compliance with this Consent Decree.

72. This Section XIV, Right of Entry, in no way limits or affects any right of entry and inspection held by the United States, U.S. EPA, Illinois, and IEPA pursuant to applicable federal or state laws, regulations, or permits.

XV. PERMIT OBLIGATIONS

73. This Consent Decree does not authorize or approve the construction of any physical structure or facilities, or the modification of any existing treatment works or sewer system. Approval of such construction or modification shall be as required by applicable county, state, or federal laws or regulations, including applicable requirements of Illinois law with regard to permits to construct.

74. This Consent Decree is not and shall not be interpreted to be a permit or modification of any existing permit issued pursuant to Section 402 of the Act, 33 U.S.C. § 1342. This Consent Decree does not relieve Rock Island of any obligation to apply for, obtain, and comply with the requirements of any new or existing NPDES permit or to comply with any federal, state or local laws or regulations.

XVI. CERTIFICATION

75. Any report or plan relating to monitoring data or any representation made by the City as to its compliance with this Decree that Rock Island is required by this Consent Decree to submit, including reports, plans or other submissions that Rock Island is also required to submit by its NPDES permit, shall be signed by an official or authorized agent of Rock Island and shall include the following certification:

> I certify under penalty of law that the document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified

> personnel properly gathered and evaluated 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.

76. Rock Island shall not object to the admissibility into evidence of any report, plan, or other submission prepared in accordance with Paragraph 75 or the information contained in said reports in any proceeding to enforce this Consent Decree. This paragraph does not apply to draft documents submitted to U.S. EPA for preliminary or courtesy review.

XVII. EFFECT OF SETTLEMENT

77. This Consent Decree in no way affects or relieves Rock Island of its responsibility to comply with any federal, state, or local law, regulation, or permit. The parties agree that Rock Island is responsible for achieving and maintaining complete compliance with all applicable federal and State laws, regulations, and permits, and that compliance with this Consent Decree shall be no defense to any actions commenced pursuant to said laws, regulations, or permits.

78. Except as expressly provided herein, this Consent Decree is entered in full and final settlement of this action for all parties to resolve those civil claims specifically alleged in the complaint by the United States through the date of entry of this Consent Decree. Nothing in this Consent Decree is intended to nor shall be construed to operate in any way to resolve any criminal liability of Rock Island.

79. The United States expressly reserves all remedies available to it for all violations of the Act not specifically described in Paragraph 78 above.

80. Nothing herein shall be construed to limit the authority of the United States or the State to undertake any action against any person, including Rock Island, in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.

81. Nothing herein shall be construed to limit the authority of the United States to act under Section 308 of the Act, 33 U.S.C. § 1318.

82. This Consent Decree does not limit or affect the rights of Rock Island, the State of Illinois, or the United States as against any third parties. Except as provided by operation of law, this Consent Decree does not limit the rights of third parties, not parties to this Consent Decree, against Rock Island.

XVIII. FAILURE OF COMPLIANCE

83. The United States reserves any and all legal and equitable remedies available to enforce the provisions of this Consent Decree. Rock Island reserves all legal and equitable defenses to enforcement under this Consent Decree which are not specifically waived.

XIX. CONTINGENT LIABILITY OF STATE

84. Illinois is a party hereto pursuant to Section 309(e) of the Act, 33 U.S.C. § 1319(e). Illinois shall have no liability under this Consent Decree, except as required by Section 309(e) of the Act, in the event that the laws of Illinois prevent Rock Island from raising revenues needed to comply with this Consent Decree. The Attorney General of the State of Illinois hereby certifies that the present laws of Illinois do not prevent Rock Island from raising revenues needed to comply with this Consent Decree.

XX. COSTS OF SUIT

85. Each party shall bear its own costs and attorneys' fees in this action.

XXI. PUBLIC COMMENT

86. The parties agree and acknowledge that final approval by the United States and entry of this Consent Decree is subject to the requirements of 28 C.F.R. § 50.7, which provides for notice and an opportunity for public comment. The United States reserves the right to withdraw its consent to this Consent Decree if the public comments indicate that this decree is inappropriate, improper or inadequate. Rock Island hereby consents to entry of this Consent Decree without further notice. Illinois also consents to the entry of this Consent Decree without further notice. Following the close of the public comment period, the United States shall provide Rock Island with a copy of each public comment received, if any.

XXII. PUBLIC DOCUMENTS

87. All information and documents submitted by Rock Island to U.S. EPA or IEPA pursuant to this Consent Decree shall be subject to public inspection, unless identified and supported as confidential by Rock Island in accordance with 40 C.F.R. Part 2.

XXIII. CONTINUING JURISDICTION

88. The Court shall retain jurisdiction over this case until termination of this Consent Decree in order to enforce or modify the Consent Decree and to interpret the rights and obligations of the parties to this Consent Decree. During the pendency of this Consent Decree, any party may apply to the Court for any relief necessary to construe and effectuate this Consent Decree.

XXIV. MODIFICATION

89. There shall be no material modification of this Consent Decree without written approval by all parties to this Consent Decree and the Court. Any modification to this Consent Decree shall be in writing and signed by the parties and, except for modifications to the plans

and schedules developed under this Consent Decree, shall be filed with the Court.

XXV. TERMINATION

90. This Consent Decree shall terminate after the United States has certified to this Court that Rock Island has been in compliance with all provisions of this Consent Decree for a period of one year following completion of all construction of all improvements required by this Decree.

The parties enter into this Consent Decree and submit it to the Court that it may be approved and entered.

SO ORDERED this 21st day of August, 2003.

Joe B. McDade

JOE B. McDADE, JUDGE
United States District Court
Central District of Illinois, Rock Island Division

The undersigned parties enter into this Consent Decree in the matter of U.S. v. City of Rock Island, Illinois, et al., Civil Action Number 4:00-CV-04076

FOR THE UNITED STATES OF AMERICA

Tom Sansonetti

DATE: 5. 31. 03

THOMAS L. SANSONETTI
Assistant Attorney General
Environment and Natural Resources Division
United States Department of Justice
Washington, D.C. 20530

Steven R. Willey

DATE: 6/03/03

STEVEN WILLEY
Senior Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611
Washington, D.C. 20044

The undersigned parties enter into this Consent Decree in the matter of U.S. v. City of Rock Island, Illinois, et al., Civil Action Number 4:00-CV-04076

DATE: 5/28/03

JAN PAUL MILLER
United States Attorney
Central District of Illinois
211 Fulton Street
One Technology Plaza, Suite 400
Peoria, Illinois 61602

DATE: 5/13/03

GERARD A. BROST
Assistant United States Attorney
Central District of Illinois
211 Fulton Street
One Technology Plaza, Suite 400
Peoria, Illinois 61602
(309) 671-7050

The undersigned parties enter into this Consent Decree in the matter of U.S. v. City of Rock Island, Illinois, et al., Civil Action Number 4:00-CV-04076

DATE: June 9, 2003

for J. P. SUAREZ
Assistant Administrator of Enforcement
and Compliance Assurance
United States Environmental Protection Agency
401 M. Street S.W.
Washington, D.C. 20460

The undersigned parties enter into this Consent Decree in the matter of U.S. v. City of Rock Island, Illinois, et al., Civil Action Number 4:00-CV-04076

DATE: May 27, 2003

THOMAS V. SKINNER
Regional Administrator
United States Environmental Protection Agency
Region 5 (R-19J)
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

DATE: May 20, 2003

KEVIN C. CHOW
Associate Regional Counsel
United States Environmental Protection Agency
Region 5 (C-14J)
77 West Jackson Boulevard
Chicago, Illinois 60604-3590
(312) 353-6181

The undersigned parties enter into this Consent Decree in the matter of U.S. v. City of Rock Island, Illinois, et al., Civil Action Number 4:00-CV-04076

FOR THE STATE OF ILLINOIS

THE STATE OF ILLINOIS
ex rel. LISA MADIGAN,
Attorney General of the
State of Illinois

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

BY: _____ DATE: 5/21/03

THOMAS DAVIS, Chief
Environmental Bureau
Assistant Attorney General

The undersigned parties enter into this Consent Decree in the matter of U.S. v. City of Rock Island, Illinois, et al., Civil Action Number 4:00-CV-04076

FOR THE CITY OF ROCK ISLAND, ILLINOIS

By: _____ DATE: 5/15/03

JOHN C. PHILLIPS
City Manager
City of Rock Island, Illinois
1528 Third Avenue
Rock Island, IL 61201

APPENDIX A

APPENDIX A

LONG TERM CONTROL PLAN FOR CITY OF ROCK ISLAND, ILLINOIS

1. This Long Term Control Plan shall be designed to accomplish the requirements set forth in Paragraphs 8, 9(a), 9(b), or 9(c) of the Consent Decree.

2. The LTCP shall include, at a minimum, the elements described below.

3. Rock Island shall develop an assessment of Rock Island's existing receiving waters, CSO flow, rainfall, location and documentation of sensitive areas, and sewer system characterization data. The purpose of the assessment shall be to determine the adequacy of the data to support the modeling and alternative evaluation efforts described in Paragraphs 4 and 5, below. Should this data be found to be insufficient, Rock Island shall prepare and submit to U.S. EPA a plan that describes the collection of the required data. The plan shall include the following minimum elements:

(a) A detailed description of the City's efforts to locate and document sensitive areas. This shall include documentation of correspondence with local, state and federal agencies, a listing of all recreational facilities within the influence of the City's discharges, and documentation of existing uses of the water bodies.

(b) A description of the physical characteristics and attributes of Rock Island's sewer system tributary to the Mill Street wastewater treatment plant for those portions of the system to be evaluated using hydraulic models. The description shall be compiled from existing records with field confirmation of pipe and appurtenance characteristics. If necessary, data shall be collected to augment existing records to produce a complete and accurate description of those portions of the system to be modeled. Pipe characteristics shall include diameter, shape, length, slope, elevation and interior surface condition (i.e., representative friction coefficients). Appurtenance characteristics shall include shape, size, elevation, interior condition and capacity as appropriate. The description shall include a map of the City's sewer system.

(c) A description of the capacity of all Mill Street wastewater treatment plant units, their design maximum flow, the condition of the units and all efforts made by the City to maximize flow through the existing plant.

(d) A description and summary of Rock Island's existing wastewater collection and treatment system, precipitation data, and receiving water data relevant to the waters impacted by Rock Island's overflow points, including how it will be used in the LTCP. The description shall include a schematic of the Mill Creek collection system, including all pipes above a diameter of eight inches, the direction of flow in these pipes,

their material of construction where information presently exists, all pump stations and force mains, all overflow points, and all permitted discharge points.

(e) A description of Rock Island's receiving waters and applicable water quality standards, and the monitoring data available to determine their compliance status with Illinois Water Quality Standards. The description shall include, based on available information, a determination of the receiving water's compliance with Illinois Water Quality Standards.

(f) The use of sufficient numbers of appropriately located recording rain gauges (or a combination of rain gauges and Doppler radar) to allow accurate characterization of rainfall amounts in all areas served by Rock Island's sewer system.

(g) A description and evaluation of permanent continuous monitoring for CSO flow and volume at Outfalls 001/A01 and 005 and CSO occurrence at Outfalls 003, 004 and 006. The description shall also include temporary monitoring of flow and quality that shall be developed and described in a work plan to be submitted to U.S. EPA for approval. The work plan shall include the location, including a map, of all proposed flow monitoring locations, the type of flow meters to be installed, the proposed duration of the monitoring effort, the type of sampling equipment to be utilized and parameters to be analyzed, and the frequency of calibration and inspection of all monitoring equipment. The temporary monitoring shall be designed to accurately characterize the Mill Street service area collection and treatment performance in both the North and South areas, including Outfalls 007, 011, and 012, under an appropriate range of precipitation and river stage conditions and to define impacts to receiving waters from all discharges for which the City is responsible.

(h) The use of appropriate data management systems to organize, analyze, and report the data collected as part of the monitoring program, to ensure that the data will support the development of the models and the development and selection of alternative remedies under the LTCP.

(i) The use of appropriate quality assurance and quality control programs to ensure the accuracy and reliability of data collected as part of the monitoring program, to ensure that the data will support the development of the models and the development and selection of alternative remedies under the LTCP. The quality assurance and quality control programs shall be submitted to U.S. EPA for approval.

4. Rock Island shall implement a Receiving Stream and Sewer System Modeling Program (the "Modeling Program") that provides for the development and utilization of a hydraulic model and a water quality model. The models shall be designed to aid in the identification of a range of potential water pollution treatment/control alternatives and to evaluate the impacts of such alternatives on the water quality of the receiving stream and the operation of

the sewer system. Use of the water quality model shall be necessary only if Rock Island undertakes the "demonstration" approach as described in Paragraph 8 of the Consent Decree, or if the City continues discharging to the Sylvan Slough or other identified sensitive areas.

(a) At a minimum, the Hydraulic Model and analysis shall be capable of predicting in sewers and force mains subject to modeling as defined in Paragraph 4(b) below:

(i) volume of wastewater flow, under both dry and wet conditions, in the force mains and major gravity lines;

(ii) hydraulic pressure or hydraulic grade line of wastewater at any point in force mains and gravity sewer lines;

(iii) flow capacity of each pump station;

(iv) the flow capacity of all gravity sewer lines;

(v) the peak flows during wet weather and dry weather conditions for each pump station and gravity sewer lines;

(vi) the likelihood, location, duration and volume of discharge from each discharge location for a range of precipitation events (of varying durations and return frequencies);

(vii) wet weather flows from tributary separate sewer areas, including estimating wastewater flow, and precipitation-induced infiltration and inflow ("I/I"); this subparagraph (vii) shall not be construed to require a Sanitary Sewer Evaluation Study ("SSES");

(viii) predicting the peak instantaneous and sustained flows for a variety of storm events (of varying durations and return frequencies); and

(ix) providing all output data necessary to develop and implement the Water Quality Model, and support development of the LTCP.

(b) As part of the Modeling Program, Rock Island shall prepare and submit to U.S. EPA for approval a work plan for developing the collection system hydraulic model for the sewer service area tributary to the Mill Street Wastewater Treatment Plant. The portions of the system subject to the hydraulic model shall be sufficient to allow the adequate evaluation of an appropriate range of remedial alternatives and of the effects these remedial alternatives would have on water quality, and to support the design of the final approved alternatives. Any information gathered under Paragraph 3, above, existing as of the date of the submittal of the hydraulic model work plan, or a summary of such information, shall be included with the work

plan or shall be submitted prior to the work plan. The model shall be used to characterize the performance of the existing collection system and to evaluate alternative CSO controls. Models established through proven performance such as the current U.S. EPA Storm Water Management Model (SWMM) shall be acceptable for the collection system analysis. The work plan shall include: (i) a description of the hydraulic model; (ii) specific attributes, characteristics, and limitations of the hydraulic model; (iii) a listing of anticipated model inputs and outputs; (iv) digitized map(s) and schematic(s) that identify and characterize the portions of the sewer system that shall be included in the hydraulic model; (v) identification of input data to be used; (vi) configuration of the hydraulic model; (vii) procedures and protocols for performance of sensitivity analyses (i.e., how the hydraulic model responds to changes in input parameters and variables) and identification of the ranges within which calibration parameters shall be maintained; (viii) procedures for calibrating the hydraulic model to account for values representative of the sewer system and the facilities using actual sewer system and facilities data (e.g., flow data and hydraulic grade line data); (ix) procedures to verify the hydraulic model's performance using actual sewer system and facilities data (e.g., flow data and hydraulic grade line data.); (x) procedures for modeling wet weather flows from separate sewer system service areas; and (xi) an expeditious schedule for the development and utilization of the hydraulic model. Should a proprietary model be selected or significant modifications made to a standard commercial model, the work plan will describe the model characteristics and operational protocols in sufficient detail to achieve regulatory agency concurrence with its use. Rock Island shall submit the proposed hydraulic model to U.S. EPA for approval.

(c) At a minimum, the Water Quality Model, if used, shall be capable of:

(i) accurately modeling water quality in areas in the Receiving Waters impacted by Rock Island's CSOs under existing and future predicted conditions, during an appropriate range of both dry and wet weather conditions, and across an appropriate range of river flows;

(ii) assessing the impacts on water quality (both absolute and relative to other sources) of Rock Island's discharges under those ranges of conditions; and

(iii) assessing the changes in discharge impacts expected to occur following implementation of the various control measures that Rock Island will evaluate in developing its LTCP.

(d) As part of the Modeling Program, Rock Island shall prepare and submit to U.S. EPA for approval a work plan to be used as a protocol for developing the water quality model specific to characterizing the impact of CSO to the receiving waters and changes to water quality with alternate control measures. The Water Quality Model Work Plan shall include: (i) a definition of the modeling objectives; (ii) a description of the water quality model; (iii) specific attributes, characteristics, and limitations of the water quality model; (iv) identification of all input parameters, constants, assumed values, and expected outputs; (v) identification of input

data to be used; (vi) configuration of the water quality model; (vii) procedures and protocols for performance of sensitivity analyses (i.e., how the water quality model responds to changes in input parameters and variables); (viii) procedures for calibrating the water quality model using actual water quality monitoring and river flow data; (ix) procedures to verify the water quality model's calibration using actual water quality monitoring and river flow data; and (x) an expeditious schedule for the development and utilization of the water quality model. The Water Quality Model may incorporate the results of region-wide water quality modeling to be conducted by the Upper Mississippi River Basin Association's Water Quality Task Force for the Quad Cities area. In the event that such results are not available for incorporation into Rock Island's Water Quality Model by the time that the model is due, Rock Island shall nevertheless proceed with the development of a Water Quality Model that complies with Paragraph 4(c) above. Rock Island shall submit the proposed Water Quality Model to U.S. EPA for approval.

5. Alternatives Evaluation. Rock Island shall identify, screen, and develop and evaluate alternatives which shall provide for measures necessary to ensure that CSO discharges from all CSO discharge outfalls comply with the technology based and water quality based requirements of the CWA, state law and regulation, and Rock Island's NPDES permit. At a minimum, the alternatives evaluation shall perform the following activities:

(a) Give highest priority to controlling overflows to sensitive areas. Sensitive areas, as determined by the NPDES authority in coordination with state and federal agencies, as appropriate, include but are not limited to designated Outstanding National Resource Waters, National Marine Sanctuaries, waters with threatened or endangered species and their habitat, waters with primary contact recreation, public drinking water intakes or their designated protection areas, and shellfish beds. For such areas, the alternative remedies identified under this LTCP should:

(i) prohibit new or significantly increased overflows;

(ii) eliminate or relocate overflows that discharge to sensitive areas wherever technically feasible and economically reasonable, except where elimination or relocation would provide less environmental protection than additional treatment; and

(iii) where elimination or relocation is not physically possible and economically achievable, or would provide less environmental protection than additional treatment, provide the level of treatment for remaining overflows deemed necessary to meet WQS for full protection of existing and designated uses. In any event, the level of control should not be less than those described in Evaluation of Alternatives below.

(b) Develop goals and objectives for CSO control consistent with control needs identified through the water quality modeling and water quality impact analysis and with water uses for the Mississippi and Rock Rivers. The City shall identify use of the "Presumptive" or "Demonstrative" approach for achieving CSO control objectives before identifying applicable control technologies and system-wide alternatives.

(c) Identification and preliminary screening of an appropriate range of technologies for eliminating, reducing, or treating CSO discharges, including an evaluation of varying levels of control for each alternative that will reduce the number of untreated CSOs down to a range of overflows per CSO outfall per year (such as 0, 1 to 3, 4 to 7, and 8 to 12). The City shall submit for U.S. EPA approval a Preliminary Screening Summary which identifies an appropriate range of alternatives for further evaluation. The Preliminary Screening Summary shall consider and summarize various technologies, including but not limited to:

(i) no action;

(ii) partial separation of various portions of the combined sewer system;

(iii) installation of various sizes of storage or equalization basins at the Rock Island facilities and/or in the sewer system;

(iv) construction of increased secondary treatment capacities at the existing facilities; construction of high rate solids removal facilities capable of providing the equivalent of primary treatment;

(v) construction of new intercepting sewers from the sewer system to the facilities;

(vi) construction of facilities for providing disinfection (and dechlorination, if necessary) of CSO charges

(vii) construction of facilities for removing floatables from CSO discharges;

(viii) construction of relief sewers;

(ix) removal of storm water sources (such as roof and driveway drains) from the combined sewer system. This preliminary screening shall result in the identification of an appropriate list of technologies for further evaluation.

(d) Detailed development and evaluation of system-wide alternatives based on the technologies advanced from preliminary screening or combinations of these technologies. The technologies advanced from preliminary screening will be applied to develop system-wide CSO control alternatives. The detailed evaluation of alternatives shall consider the costs,

effectiveness (in terms of overflow volume reduction, pollutant loading reductions, etc.) and the water quality improvements of the appropriate system-wide alternatives, including a comparison of the costs per unit of measure (in mass) of pollutants removed from the discharge for each of the alternatives that are being considered. The detailed evaluation shall be performed utilizing the guidance presented in "alternatives analyses" portion of U.S. EPA's "Combined Sewer Overflows Guidance for Long-Term Control Plan." Priority shall be given to alternatives which maximize treatment at the existing POTW. In performing the evaluation, Rock Island shall use the results of the Monitoring Program, and the hydraulic model and water quality model developed under the Modeling Program. The City shall submit its detailed evaluation of alternatives to U.S. EPA for approval.

(e) Evaluation of Rock Island's financial capability to fund the selected alternative or combination of alternatives, including an analysis of:

(i) median household income/total project cost per household;

(ii) per capita debt as a percent of full market property value;

(iii) property tax revenues as a percent of full market property value;

(iv) property tax collection rate;

(v) unemployment rate;

(vi) current and projected residential, commercial and industrial user fees;

(vii) bond rating;

(viii) bond capacity for the next twenty years;

(ix) grant and/or loan eligibility and availability;

(x) other viable funding mechanisms and sources of financing; and

(xi) other factors which may be applicable to the financial evaluation.

6. Remedy Selection. The City shall submit to U.S. EPA for approval a description of the measures the City proposes as final CSO discharge control measures, including the construction of all sewer system and facility improvements, necessary to ensure compliance with water quality standards.

7. Remedy Implementation. Rock Island shall submit to U.S. EPA for approval an expeditious implementation schedule consistent with the financial capabilities documented in

Paragraph 5(d) for the design, construction, and implementation of all proposed discharge control measures identified by Rock Island or approved by U.S. EPA pursuant to Paragraph 6. If it is not feasible for Rock Island to design and construct all such measures simultaneously, the proposed implementation schedule may provide for implementation of the discharge control measures in a series of discrete projects, in which event the proposed implementation schedule shall include a detailed description of the scope of each proposed project and a phased schedule providing for the design and construction of each such project. Any such phased schedule shall take into account the relative importance of each discharge control measure, with highest priority being given to eliminating discharges to sensitive areas and to those projects which most reduce the discharge of pollutants. The implementation schedule shall specify critical milestones for each specific measure, including, with respect to each project identified, dates for: (a) submission of applications for all construction permits required by environmental law; (b) submission of proposed design plans and specifications, (c) soliciting bids, (d) awarding contracts, (e) commencement of construction; (f) completion of construction; (g) achievement of full operation; and (h) certification of operability as designed.

8. Notices of Certain Implementation Milestones. Rock Island shall submit a written notice to U.S. EPA within seven (7) days of attaining each critical milestone listed in (a) and (e) in Paragraph 7, above. Each written notice shall identify and describe the activity that took place, and shall specify when the activity was undertaken and completed. The certification of operability required under (h) in Paragraph 7 shall be provided to U.S. EPA in accordance with the approved implementation schedule.

9. Post-Construction Monitoring. The LTCP shall include a post-construction monitoring program which will result in the assessment of the effectiveness of the selected and completed CSO discharge and bypass discharge controls. This program shall be consistent with the guidance "Combined Sewer Overflows Guidance for Long-Term Control Plan."

10. Operations and Maintenance Plan. The LTCP shall include an Operation and Maintenance Plan. The goal of the plan is to minimize discharges from the collection system through implementation of proper inspection, operation and maintenance activities. The plan shall include an identification of the various collection system components requiring routine operation, inspection and maintenance as well as the types of maintenance activities applicable to each and establishment of a preventative maintenance program, including schedules. The plan shall be reviewed annually. The operation and maintenance plan shall be updated as new facilities modifying operations are put into service and as indicated by operational performance experience.

11. Public Participation. The City shall employ a public participation process that ensures that the affected public is actively involved in the selection of appropriate CSO controls. The public shall be kept informed of information including, but not limited to, water quality goals, CSO control goals, the types of control alternatives available and being considered to meet CSO control goals, and the process of evaluating various CSO control alternatives. The LTCP

shall detail the process by which the public will be provided an opportunity to participate in the development of the Long-Term Control Plan.

12. Public Notification. The public shall be adequately informed of the City's discharges from the collection system, the impact of those discharges on receiving waters and actions to correct such discharges. The City shall provide that each discharge shall have a sign posted bearing the following language: "These waters receive combined sewer overflows during rain events. Please avoid contact with these waters at this time. For more information please call [insert appropriate contact number]."

13. All data, reports, plans, schedules, or any other documents to be submitted pursuant to this Appendix A shall be submitted to U.S. EPA for approval.

APPENDIX B

APPENDIX B

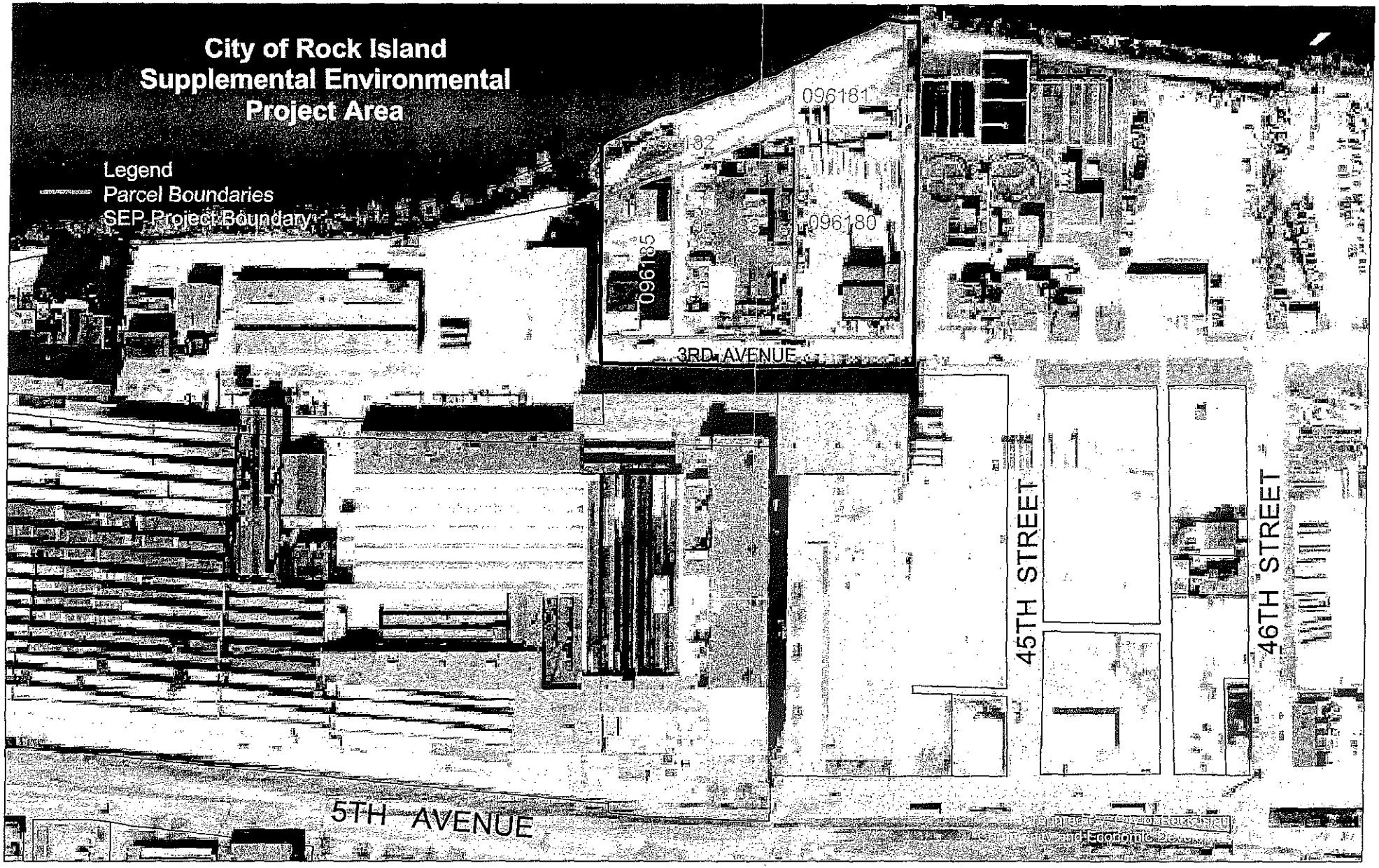
ROCK ISLAND LONG TERM CONTROL PLAN SUBMISSIONS AND MILESTONES

ITEM #	TASK NAME	DUE DATE
1	Submit Quarterly Status Reports to U.S. EPA under Section VII (Reporting) of Consent Decree	Beginning with end of next full calender quarter, and quarterly thereafter.
2	Submit to U.S. EPA a Data Management Plan satisfying requirements of Paragraph 3(h) of Appendix A.	July 22, 2003.
3	Submit to U.S. EPA for approval a Hydraulic Model Workplan satisfying the requirements of Paragraphs 4(a) and (b) of Appendix A.	July 1, 2003.
4	Submit to U.S. EPA for approval a Final Quality Assurance/Quality Control Program satisfying the requirements of Paragraph 3(i) of Appendix A	October 30, 2003.
5	Submit to U.S. EPA for approval a Water Quality Model Work Plan satisfying the requirements of Paragraphs 4(c) and 4(d) of Appendix A.	September 24, 2003.
6	Submit to U.S. EPA a Technical Memorandum Documenting Sensitive Areas, in accordance with the requirements of Paragraph 3(a) of Appendix A.	December 31, 2003.
7	Submit to U.S. EPA an Existing Water Quality Baseline Technical Memorandum satisfying the requirements of Paragraph 3(e) of Appendix A.	September 24, 2003.
8	Submit to U.S. EPA a Technical Memorandum regarding outfall elimination or relocation and level of control, in accordance with the requirements of Paragraph 5(a) of Appendix A.	June 30, 2004.
9	Submit to U.S. EPA a Technical Memorandum relating to the Mill Street Treatment Plant and Collection System in accordance with the requirements of Paragraphs 3(c) and 3(d) of Appendix A.	September 30, 2004.
10	Submit to U.S. EPA for approval a Technical Memorandum setting forth the results of the Water Quality Model Calibration and Verification conducted in accordance with the approved Water Quality Model Work Plan.	May 24, 2005.
11	Submit to U.S. EPA for approval a Technical Memorandum setting forth the the results of the Hydraulic Model conducted in accordance with the approved Hydraulic Model Work Plan.	December 1, 2004.
12	Submit to U.S. EPA a Post-Construction Monitoring Program Description satisfying the requirements of Paragraph 9 of Appendix A.	February 1, 2006.
13	Submit to U.S. EPA for approval a Preliminary Screening Summary of Control Technologies, in accordance with the requirements of Paragraph 5(c) of Appendix A.	April 5, 2006.

14	Submit to U.S. EPA for approval a Technical Memorandum providing a Detailed Analysis of Alternative Control Technologies and Description of Recommended Control Plan, in accordance with the requirements of Paragraphs 5(d) and 6 of Appendix A.	April 6, 2006.
15	Document public comments and incorporate into Final LTCP, in accordance with the requirements of Paragraphs 11 and 12 of Appendix A.	June 30, 2006.
16	Submit to U.S. EPA for approval a Final Recommended Remedy and Final Implementation Schedule satisfying the requirements of Paragraphs 6 and 7 of Appendix A.	July 3, 2006.
17	For each separate discharge control measure implementation project identified in the schedule approved by U.S. EPA under Paragraph 7 – submit applications for all permits required by law for the project, in accordance with the schedule approved by U.S. EPA .	Specific deadlines for individual projects to be established in approved implementation schedule.
18	For each separate discharge control measure implementation project identified in the schedule approved by U.S. EPA under Paragraph 7 – submit to IEPA for approval, with a copy to U.S. EPA, completed design plans and specifications for the project, in accordance with the schedule approved by U.S. EPA.	Specific deadlines for individual projects to be established in approved implementation schedule.
19	For each separate discharge control measure implementation project identified in the schedule approved by U.S. EPA under Paragraph 7 – solicit bids and award contracts in accordance with the schedule approved by U.S. EPA.	Specific deadlines for individual projects to be established in approved implementation schedule.
20	For each separate discharge control measure implementation project identified in the schedule approved by U.S. EPA under Paragraph 7 – commence construction of the project in accordance with the schedule approved by U.S. EPA.	Specific deadlines for individual projects to be established in approved implementation schedule.
21	For each separate discharge control measure implementation project identified in the schedule approved by U.S. EPA under Paragraph 7 – complete construction of the project in accordance with the schedule approved by U.S. EPA.	Specific deadlines for individual projects to be established in approved implementation schedule.

22	For each separate discharge control measure implementation project identified in the schedule approved by U.S. EPA under Paragraph 7 – achieve full operability of the project in accordance with the schedule approved by U.S. EPA.	Specific deadlines for individual projects to be established in approved implementation schedule, but in no case later than March 31, 2018.
23	For each separate discharge control measure implementation project identified in the schedule approved by U.S. EPA under Paragraph 7 – certify full operability of the project as designed, in accordance with the schedule approved by U.S. EPA..	Within 6 months of start-up of the remedial project.

APPENDIX C


City of Rock Island
Supplemental Environmental
Project Area
Legend
Parcel Boundaries
SEP Project Boundary
096181
096180
096185
3RD AVENUE
45TH STREET
46TH STREET
5TH AVENUE