

**IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS  
CHANCERY DIVISION**

PEOPLE OF THE STATE OF ILLINOIS, )  
*ex rel.* KWAME RAOUL, Attorney General )  
of the State of Illinois, and )  
*ex rel.* JAMES W. GLASGOW, )  
State’s Attorney for Will County, Illinois, )  
 )  
Plaintiff, )  
 )  
v. ) No. 19CH1208  
 )  
AQUA ILLINOIS, INC., an Illinois corporation, )  
 )  
Defendant. )

**PLAINTIFF’S MOTION FOR APPROVAL AND ENTRY OF CONSENT ORDER**

Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* KWAME RAOUL, Attorney General of the State of Illinois, and *ex rel.* JAMES W. GLASGOW, State’s Attorney for Will County, Illinois (collectively, “People”), respectfully requests that this Court approve and enter the proposed Consent Order attached hereto as Exhibit 1 (the “Consent Order”) and the accompanying proposed Agreed Order attached hereto as Exhibit 2 (the “Agreed Order”), which would resolve the above-referenced case. In support hereof, the People state as follows:

**BACKGROUND**

Aqua Illinois, Inc. (“Defendant”) owns and operates the public water system having the assigned Public Water System Identification No. IL1975030 (the “Public Water System”), which is located inside and outside the Village of University Park in Will and Cook Counties, Illinois (the “Village”). (Consent Order at ¶ I.A.4.) On March 27, 2013, Defendant filed a Verified Petition with the Illinois Commerce Commission (“ICC”) seeking the ICC’s permission to switch the source of the drinking water for the Public Water System from local groundwater wells to water

drawn from the Kankakee River. (*See* Complaint for Injunctive Relief and Civil Penalties filed on August 16, 2019 (“Complaint”) and Answer and Affirmative Defenses to Complaint for Injunctive Relief and Civil Penalties filed on December 2, 2019 (“Answer”) at Count I, ¶ 7.) On July 30, 2014, the ICC issued its final order approving Defendant’s request. (Complaint and Answer at Count I, ¶ 8.) Thereafter, the Illinois Environmental Protection Agency (“Illinois EPA”) has had regulatory oversight for drinking water quality pursuant to the “Lead and Copper Rule”, 35 Ill. Adm. Code Part 611, Subpart G (the “Lead and Copper Rule”).

Following such source water change, Defendant was required to utilize a corrosion control treatment in its Public Water System to “minimize[] the lead and copper concentrations at users’ taps while ensuring that the treatment does not cause the water system to violate any national primary drinking water regulations.” 35 Ill. Adm. Code 611.350(b) (definition of optimal corrosion control treatment). In December 2017, Defendant began using a blended phosphate mix, comprised primarily of polyphosphate, as the corrosion control treatment in its Public Water System. (Complaint and Answer at Count I, ¶ 16.) In 2019, Defendant’s regulatory compliance sampling of the drinking water in its Public Water System showed lead levels ranging from less than 1.0 micrograms per liter (“ug/l”) to 1700 ug/l.<sup>1</sup> (Complaint and Answer at Count I, ¶ 29.) As a result, Defendant exceeded the regulatory “90th percentile” “action level” for lead of 15 ug/l for the six-month compliance sampling period of January 1 – June 30, 2019. (35 Ill. Adm. Code 611.350(b) (definitions of “action level”, “90th percentile level”, “meet”, and “exceed”); 35 Ill. Adm. Code

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<sup>1</sup> Section 611.350(b) defines the term “action level” as “that concentration of lead or copper in water computed under subsection (c) that determines, in some cases, the treatment requirements of this Subpart G that a supplier must complete. The action level for lead is 0.015 mg/[liter]. The action level for copper is 1.3 mg/[liter].” 35 Ill. Adm. Code 611.350(b). mg/l or parts per million (“ppm”) refers to milligrams per liter, while ug/l or parts per billion (“ppb”) refers to micrograms per liter. As such, 0.015 mg/l (ppm) is equivalent to 15 ug/l (ppb).

611.350(c)(1); 35 Ill. Adm. Code 611.350(c)(3).)

On June 14, 2019, due to the elevated lead levels, Defendant, on its own, issued a “do not consume” notice, instructing recipients not to consume water from the tap until the notice was lifted. (Complaint and Answer at Count I, ¶ 30.) In addition, beginning on or about June 14, 2019, Defendant began testing water for lead on a weekly basis from approximately 42 separate residential locations within the Village, and then beginning in mid-July 2019, Defendant increased the number of its sampling locations in the Village to more than 70 homes. (Complaint and Answer at Count I, ¶ 32.) Sample results continued to show the presence of lead exceeding 15 ug/l, with lead levels being detected as high as 3900 ug/l. (*Id.*) On or about June 15, 2019, Defendant changed its corrosion control treatment by adding a new blended phosphate, comprised primarily of orthophosphate, through Defendant’s Public Water System. (Complaint and Answer at Count I, ¶ 31.) On or about July 29, 2019, Defendant replaced the “do not consume” notice with a lead advisory. (Agreed Interim Order, described *infra*, at ¶ II.A.1.)

On August 16, 2019, the Complaint was filed in this Court on behalf of the People of the State of Illinois by Kwame Raoul, Attorney General of the State of Illinois, on his own motion and upon the request of Illinois EPA, and James W. Glasgow, State’s Attorney for Will County, on his own motion, pursuant to Sections 42(d) and (e) of the Illinois Environmental Protection Act (“Act”), 415 ILCS 5/42(d) and (e) (2018), against Defendant. The Complaint alleges that Defendant failed to provide “continuous operation and maintenance of [Defendant’s Public Water System] so that the water shall be assuredly safe in quality. . . .”, Complaint at Count I, Section E (quoting 35 Ill. Adm. Code 601.101(a)), and thereby also violated Section 18(a)(2) of the Act, 415 ILCS 5/18(a)(2) (2018).<sup>2</sup>

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<sup>2</sup> The Complaint alleges the following additional violations: (i) Violation of Drinking Water Monitoring

Thereafter, Defendant exceeded the lead action level for the six-month compliance sampling periods of July 1–December 31, 2019 and January 1–June 30, 2020 for its Public Water System. (Tr. at p. 38, lines 16–24; p. 40, lines 4–7.)<sup>3</sup> In April 2020, Defendant changed its corrosion control treatment for its Public Water System to a phosphoric acid corrosion control chemical. (Consent Order at ¶ I.E.7.)<sup>4</sup> Following such corrosion control treatment change, Defendant did not have a lead action level exceedance for the six-month compliance sampling period of July 1–December 31, 2020. (Tr. at p. 40, lines 8-11.) However, in March 2021, Defendant’s monthly compliance sampling results showed an upward trend in lead levels, Tr. at p. 40, lines 22-24, and Defendant had a lead action level exceedance for the six-month compliance sampling period of January 1– June 30, 2021, Tr. at p. 41, lines 1–4.

In July 2021, Defendant sought and obtained Illinois EPA’s approval to change the corrosion control treatment for its Public Water System to zinc orthophosphate. (Consent Order at ¶ I.E.8.)<sup>5</sup> After implementing the corrosion control treatment of zinc orthophosphate into its Public

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Site Plan and Sampling Requirements pursuant to 415 ILCS 5/18(a)(2) and 19 (2018) and 35 Ill. Adm. Code 611.356(a) and (c); (ii) Violation of Construction Permit Requirements pursuant to 415 ILCS 5/15(a), 18(a)(2) and 18(a)(3) (2018) and 35 Ill. Adm. Code 602.101, 602.116, and 602.200; (iii) Operating Permit Violations pursuant to 415 ILCS 5/18(a)(2) and (3) (2018) and 35 Ill. Adm. Code 602.101 and 602.300; and (iv) Common Law Public Nuisance.

<sup>3</sup> Pursuant to Ill. R. Evid. 201, the Court may take judicial notice of adjudicative facts. Citations herein to the September 28, 2022 Hearing Transcript (“Tr.”) correspond to the permit appeal entitled *Aqua Illinois, Inc. v. IEPA* (PCB2023-012) that Defendant filed with the Illinois Pollution Control Board (“Board”) on July 8, 2022. The docket for PCB2023-12 may be found at: <https://pcb.illinois.gov/Cases/GetCaseDetailsById?caseId=17206>.

<sup>4</sup> On April 17, 2020, Illinois EPA issued to Defendant “Public Water Supply Construction Permit No. 1020-FY2020” for a phosphoric acid chemical treatment system. (Consent Order at ¶ I.E.7.) On April 17, 2020, Illinois EPA issued to Defendant “Operating Permit No. 1020-FY2020” for the phosphoric acid chemical treatment system. (*Id.*) After April 17, 2020, Defendant implemented the April 2020 Construction Permit and the April 2020 Operating Permit. (*Id.*)

<sup>5</sup> On July 30, 2021, Illinois EPA issued to Defendant “Public Water Supply Construction Permit No. 0071-FY2022” to switch to a zinc orthophosphate corrosion control chemical in the Public Water System. (Consent Order at ¶ I.E.8.) On August 3, 2021, Illinois EPA issued to Defendant “Operating Permit 0071-

Water System, Defendant did not have a lead action level exceedance for the three following six-month compliance sampling periods of July 1–December 31, 2021, January 1–June 30, 2022, and June 1–December 31, 2022. (Consent Order at ¶¶ I.E.9., I.E.12., and I.E.16.) During this time, Illinois EPA continued to evaluate the effectiveness of the corrosion control treatment under varying source water conditions. (*Id.* at Group Exhibit A, p. 1.) On June 14, 2023, Illinois EPA issued a Special Exception Permit to Defendant, that, among other things, approved annual compliance sampling of the Public Water System. (*Id.* at ¶ I.E.17.) With Illinois EPA’s issuance of the June 14, 2023 Special Exception Permit, the compliance sampling period changed to January 1 – September 30, 2023. (*Id.* at ¶ I.E.18.) Each of the compliance sampling results for the Public Water System that Defendant submitted to the Safe Drinking Water Information System (SDWIS) for the period January 1 – September 30, 2023 have been below 15 ppb. (*Id.*)

#### **AGREED INTERIM ORDER, DEFENDANT’S ANSWER, AND DISCOVERY**

On November 1, 2019, this Court entered the Agreed Interim Order. Pursuant to such Order, Defendant, among other things:

- a. provided alternative sources of drinking water comprising bottled water, faucet filter devices certified by NSF/ANSI Standards 42 and 53, and/or pitcher filters certified by NSF/ANSI Standards 42 and 53, as well as replacement filter cartridges for both filter devices, free of charge to customers of the Public Water System included within the area of Defendant’s issued “lead advisory” (as that term was described in Paragraphs II.A.1. and II.B. of the Agreed Interim Order, the “Lead Advisory Area” which,

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FY2022” to switch to a zinc orthophosphate corrosion control chemical in the Public Water System. (*Id.*) After July 30, 2021 and August 3, 2021, Defendant implemented the July 2021 Construction Permit and August 2021 Operating Permit, respectively. (*Id.*) Thereafter, on August 8, 2022, Illinois EPA issued a Special Exception Permit to Defendant that approved Defendant’s optimal corrosion control treatment recommendation, namely zinc orthophosphate. (*Id.* at ¶ I.E.13.)

if the Consent Order is entered, will be referred to as the “Customer Resources Area”) (Agreed Interim Order at ¶ II.A.; Consent Order at ¶¶ I.E.3., III.D.2.; *see also id.* at ¶ I.F.);

b. collected compliance samples in its Public Water System beyond the requisite number set forth in the Lead and Copper Rule (Agreed Interim Order at ¶ II.F; Consent Order at ¶ I.E.4.);

c. submitted on November 30, 2019, a report to Plaintiff and Illinois EPA presenting the performed comprehensive corrosion control studies and the then-resulting optimal corrosion control treatment recommendation for Illinois EPA’s review and approval, which recommendation Defendant revised on August 4, 2020 (Agreed Interim Order at ¶ II.C.; Consent Order at ¶ I.E.6);

d. submitted on February 17, 2022, an optimal corrosion control treatment recommendation to Illinois EPA, revising its August 4, 2020 recommendation and identifying zinc orthophosphate as the optimal treatment, which Illinois EPA approved through the August 8, 2022 Special Exception Permit that Illinois EPA issued to Defendant for its Public Water System (Agreed Interim Order at ¶ II.C.; Consent Order at ¶¶ I.E.10, I.E.13); and

e. participated in meetings of the “Response Team” (as that term was defined in the Agreed Interim Order), conducted customer-requested tap water sampling, offered customer-requested blood lead level testing through December 31, 2019, and maintained a dedicated website (Agreed Interim Order at ¶¶ II.D., II.G., II.I., II.J.; Consent Order at ¶ I.E.5.)

After entry of the Agreed Interim Order, on December 2, 2019, Defendant filed the Answer, in which it, among other things, denied the allegations set forth in the Complaint. Similarly,

Defendant has denied the allegations of the Complaint through the Agreed Interim Order and the Consent Order.

Since Defendant's filing of the Answer, the parties have engaged in discovery and motion practice in accordance with several Court orders, including issuing and responding to written discovery requests. To the extent that the Court enters the Consent Order, as described more fully below, the People seek the entry of the accompanying Agreed Order which would strike all remaining dates in the case.

### **TERMS OF THE CONSENT ORDER**

The Consent Order includes relief that addresses each of the alleged violations in the Complaint and is beyond the regulatory requirements. Among its provisions, the Consent Order specifies:

- a. parameters for Defendant's compliance sampling in addition to those set forth in the Lead and Copper Rule (Paragraph III.D.1.);
- b. a process for Defendant's discontinuation of its provision of bottled water and filter devices, due to Defendant having met the lead action level for several six-month compliance sampling periods and obtained Illinois EPA's prior approval of the optimal corrosion control treatment for the Public Water System (*supra* p. 5.), while ensuring that customers within the Customer Resources Area have access to bottled water and filter devices should a designated sampling result exceed 100 ppb or 15 ppb, respectively, prior to the Consent Order's termination in accordance with Section III.K. therein (Paragraphs III.D.3. and 4.);
- c. the continuation of customer-requested sampling for an additional 180 days, whereby any customer of the Public Water System may request monthly sampling of that

customer's kitchen cold water tap for the presence of lead, without charge to the customer (Paragraph III.D.5.);

d. the requirements for Defendant conducting nitrate variability testing (Paragraph III.D.6.); and

e. that Defendant maintain its website, WaterFactsIL.com, for a specified period (Paragraph III.D.7.).

In addition, the parties have negotiated and agreed upon a beneficial project in this case (Section III.E.). As more specifically set forth in the Consent Order and Exhibits thereto, under the so-called "Technical Assistance Program", residential customers in the Customer Resources Area that elect to participate in the program prior to a sign-up deadline are eligible to receive the following services, free of charge:

i. Collection of an initial tap water sample for lead from such customer's kitchen cold water faucet;

ii. If the result of the initial tap water test is above 15 ppb for lead, such customer will be eligible to receive free filter devices, and then an inspection of the visible plumbing for such customer's kitchen faucet, completion of initial corrective actions, and then the collection of an additional tap water sample for lead from such customer's kitchen cold water faucet; and

iii. If the additional tap water test is also above 15 ppb for lead, such customer will continue to be eligible to receive free filter devices, and Defendant will connect such customer with an Illinois-licensed third-party plumber who will further inspect and remediate lead solder and/or lead-containing fixtures at such customer's kitchen faucet, which work would be paid directly by Defendant up to a cost of \$2,000.00. After a



minimum of 75 days from the completion of such kitchen faucet plumbing remediation work, such customer may contact Defendant to collect another kitchen tap cold water sample for lead. If that sample is above 15 ppb for lead, such customer would receive free filters for that faucet from Defendant until the respective sampling results do not exceed 15 ppb for two consecutive sampling events, with at least thirty (30) days between each sampling event. (Consent Order at Group Exhibit A thereto; *see also id.* at ¶ III.E. and Exhibit D thereto.)

The Technical Assistance Program continues for one year after the date of the entry of the Consent Order; provided that, to the extent monies remain available, Defendant would be required to continue to completion all technical assistance, including remediation of lead solder and/or lead-containing fixtures at the kitchen faucet, at each house, condominium unit, and apartment unit still in-progress as of such one-year date.

To effectuate the Technical Assistance Program, Defendant will fund an escrow account with up to \$300,000.00 for the remediation of lead solder and/or lead-containing fixtures at the kitchen faucet, and Plaintiff has agreed to make Defendant's separate \$200,000.00 payment under the Consent Order available for such work, if needed. (*Id.* at ¶¶ III.A., III.E.1.) To the extent sufficient funds remain after the Technical Assistance Program kitchen faucet plumbing remediation work has been completed, the Consent Order also provides for contributions for lead in drinking water sampling, remediation and/or other related work to Crete-Monee School District 201-U (for the benefit of Crete-Monee Middle School and Coretta Scott King Magnet School) and to PK's Christian Learning Site, which were selected due to their location in the Customer Resources Area. (*Id.* at ¶¶ III.E.1., III.E.2.) To the extent funds remain in the Civil Penalty Escrow Account (as defined in the Consent Order) following the Technical Assistance Program kitchen

faucet plumbing remediation work and payment of the contributions, such funds shall constitute a civil penalty and be remitted to the Environmental Protection Trust Fund and County of Will. (*Id.* at ¶¶ III.A., III.E.1., III.E.2.)

### **BASES FOR APPROVAL AND ENTRY**

#### **A. The Roles of the Illinois Attorney General’s Office, the Will County State’s Attorney’s Office, and Illinois EPA in Environmental Protection and Enforcement.**

The Illinois Supreme Court has long recognized that the Attorney General, as the “... chief legal officer of this State, ... has the duty and authority to represent the interests of the People of the State to insure a healthful environment.” *Pioneer Processing, Inc. v. E.P.A.*, 102 Ill.2d 119, 138 (1984); *see also* Ill. Const. 1970, art. XI, § 2 (“[e]ach person has the right to a healthful environment”); *Envtl. Prot. Agency v. Pollution Control Bd.*, 69 Ill.2d 394, 398 (1977) (“... under both the 1870 and 1970 constitutions, [ ] the Attorney General is the chief legal officer of the State; that is, he or she is ‘the law officer of the people, as represented in the State government, and its only legal representative in the courts’”) (quoting *Fergus v. Russel*, 270 Ill. 304, 337 (1915)). To that end, Section 42(e) of the Act empowers both the Attorney General and the Will County State’s Attorney with authority to seek “an injunction, prohibitory or mandatory, to restrain violations of this Act, any rule or regulation adopted under this Act ... or to require such other actions as may be necessary to address violations....” 415 ILCS 5/42(e) (2022). In addition, the Attorney General and the Will County State’s Attorney have common law authority to abate public nuisances. *See, e.g., People ex rel. Scott v. Janson*, 57 Ill.2d 451, 460 (1974) (“... there exists jurisdiction to abate public nuisances which may endanger the general welfare”); *Vill. of Wilsonville v. SCA Services, Inc.*, 86 Ill.2d 1 (1981).

Similarly, the General Assembly established Illinois EPA through Section 4 of the Act, from which it derives its authority. 415 ILCS 5/4 (2022). Illinois EPA is the designated water

pollution, air pollution, solid waste, and pollution control agency for the State, 415 ILCS 5/4(1), and its duties under the Act include conducting investigations and inspections, administering permit and certification programs, and pursuing and supporting enforcement and administrative actions, 415 ILCS 5/4(b)-(k), so as to “restore, protect and enhance the quality of the environment”, 415 ILCS 5/2(b).

Together, the Attorney General, the Will County State’s Attorney, and Illinois EPA serve to protect the environment in Illinois and its citizens’ health and welfare. In this case, the provisions of the Consent Order demonstrate that the Attorney General, the Will County State’s Attorney, and Illinois EPA have enforced the Act and corresponding regulations for the benefit of Illinois’ environment and citizens.

**B. Illinois Law Supports the Approval and Entry of the Consent Order.**

In *People ex rel. Scott v. Janson*, the Illinois Supreme Court stated, “... courts look with favor upon stipulations designed to simplify, shorten or settle litigation and save costs to parties, and will, when called upon in any appropriate manner, compel parties to observe such stipulations unless they are illegal or contrary to public policy.” 57 Ill.2d at 460 (quoting *People ex rel. Stead v. Spring Lake Drainage and Levee District*, 253 Ill. 479, 493 (1912)). Similarly, in reviewing a settlement of an environmental case before the Board, the Third District Appellate Court found that “... the public interest is better served by a procedure which encourages respondents to enter into settlement discussions and negotiations by which respondents may avoid the stigma of finding a violation, and assist the State in effectuating the goals of the Act . . . .” *People v. Archer Daniels Midland Corp.*, 140 Ill. App. 3d 823, 825 (3d Dist. 1986). “By allowing the State and respondents to reason together, the result will conserve resources which would otherwise be expended in litigation.” *Id.*

In this case, the Consent Order has been negotiated in coordination with the Illinois Attorney General's Office, the Will County State's Attorney's Office and Illinois EPA, who possess the requisite technical expertise and statutory responsibility for enforcing the Act and Board regulations. All parties to the above-referenced case were represented by experienced environmental attorneys and knowledgeable technical personnel, and the negotiations have been undertaken in good faith. Approval and entry of the Consent Order at this time is appropriate due to Defendant having obtained Illinois EPA's prior approval of the optimal corrosion control treatment for the Public Water System, met the lead action level for the six-month compliance sampling periods of July 1–December 31, 2021, January 1–June 30, 2022, and June 1–December 31, 2022, and submitted compliance sampling results below 15 ppb for the Public Water System to SDWIS for the period January 1 – September 30, 2023. (*See supra* p. 5.)

The Consent Order is lawful, substantively fair, and reasonable; sets forth the injunctive relief that the People would have sought through the litigation of the case, without the attendant delay and uncertainty associated with litigation or the incurrence of significant costs, thereby also preserving judicial resources; and provides for Defendant's payment of up to \$500,000.00 toward a beneficial project and a civil penalty. Defendant has no objection to the entry of the Consent Order and Agreed Order. Based upon the foregoing, the People respectfully request that the Court approve and enter the Consent Order and Agreed Order, as orders of the Court.

WHEREFORE, the People respectfully request that the Court enter the Consent Order and Agreed Order as orders of the Court, retain jurisdiction over this action in accordance with the terms of the Consent Order, and grant such other and further relief as the Court deems necessary.

Respectfully submitted,  
PEOPLE OF THE STATE OF ILLINOIS  
*ex rel.* KWAME RAOUL, Attorney General  
of the State of Illinois

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

By: /s/ Kathryn A. Pamenter  
Kathryn A. Pamenter  
Senior Assistant Attorney General  
Stephen J. Sylvester  
Bureau Chief  
Ellen O'Laughlin  
Supervising Attorney  
Ann Marie Hanohano  
Audrey Avila  
Kevin Garstka  
Molly Kordas  
Assistant Attorneys General  
Illinois Atty. General's Office, Env. Bureau  
69 W. Washington Street, Suite 1800  
Chicago, Illinois 60602  
773.590.7824  
Kathryn.pamenter@ilag.gov

PEOPLE OF THE STATE OF ILLINOIS,  
*ex rel.* JAMES W. GLASGOW,  
State's Attorney for Will County

By: /s/ Mary M. Tatroe  
Mary M. Tatroe  
Civil Division Chief  
Adam Lipitz  
Assistant State's Attorney  
Office of the Will County State's Attorney  
57 N. Ottawa Street  
Joliet, Illinois 60432  
mtatroe@willcountyillinois.com

**IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS  
CHANCERY DIVISION**

PEOPLE OF THE STATE OF ILLINOIS    )  
*ex rel.* KWAME RAOUL, Attorney        )  
General of the State of Illinois, and *ex rel.*    )  
JAMES W. GLASGOW, State's Attorney        )  
for Will County, Illinois,                    )

                    Plaintiff,                        )

                    v.                                 )

No. 19 CH 1208

AQUA ILLINOIS, INC., an Illinois         )  
domestic corporation,                        )

                    Defendant.                     )

PLAINTIFF'S MOTION FOR APPROVAL AND ENTRY OF CONSENT ORDER

EXHIBIT 1

CONSENT ORDER

**IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS  
CHANCERY DIVISION**

|   |   |              |
|---|---|--------------|
| PEOPLE OF THE STATE OF ILLINOIS,              | ) |              |
| <i>ex rel.</i> KWAME RAOUL, Attorney General  | ) |              |
| of the State of Illinois, and                 | ) |              |
| <i>ex rel.</i> JAMES W. GLASGOW,              | ) |              |
| State’s Attorney for Will County, Illinois,   | ) |              |
|   | ) |              |
| Plaintiff,                                    | ) |              |
|   | ) |              |
| v.  | ) | No. 19CH1208 |
|   | ) |              |
| AQUA ILLINOIS, INC., an Illinois corporation, | ) |              |
|   | ) |              |
| Defendant.                                    | ) |              |

**CONSENT ORDER**

Plaintiff, PEOPLE OF THE STATE OF ILLINOIS, *ex rel.* KWAME RAOUL, Attorney General of the State of Illinois, and *ex rel.* JAMES W. GLASGOW, State’s Attorney for Will County, Illinois, (“Plaintiff”), the ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (“Illinois EPA”), and Defendant, AQUA ILLINOIS, INC., (collectively, the “Parties to the Consent Order”), have agreed to the making of this Consent Order and submit it to this Court for approval.

**I. INTRODUCTION**

This stipulation of facts is made and agreed upon for purposes of settlement only and as a factual basis for the Court’s entry of the Consent Order and issuance of any injunctive relief. None of the facts stipulated herein shall be introduced into evidence in any other proceeding regarding the violations of the Illinois Environmental Protection Act (“Act”), 415 ILCS 5/1 *et seq.* (2022), the Illinois Pollution Control Board (“Board”) regulations, and common law public nuisance

alleged in the Complaint, except as otherwise provided herein. It is the intent of the Parties to this Consent Order that it be a final judgment on the merits of this matter.

**A. Parties.**

1. On August 16, 2019, a Complaint for Injunctive Relief and Civil Penalties (“Complaint”) was filed on behalf of the People of the State of Illinois by Kwame Raoul, Attorney General of the State of Illinois, on his own motion and upon the request of Illinois EPA, and James W. Glasgow, State’s Attorney for Will County, on his own motion, pursuant to Sections 42(d) and (e) of the Act, 415 ILCS 5/42(d) and (e) (2018), against Aqua Illinois, Inc. (“Defendant”).

2. Illinois EPA is an administrative agency of the State of Illinois, created pursuant to Section 4 of the Act, 415 ILCS 5/4 (2022).

3. At all times relevant to the Complaint, Defendant was and is an Illinois corporation, with its principal place of business located at 1000 South Schuyler Avenue, Kankakee, Kankakee County, Illinois.

4. Defendant owns and operates the public water system having the assigned Public Water System Identification No. IL1975030 (the “Public Water System”), which is located inside and outside the Village of University Park in Will and Cook Counties, Illinois (“Village”). The Public Water System consists of water mains, pumping stations, and other infrastructural components.

5. Plaintiff alleges that at all times relevant to the Complaint, the Public Water System has been located in an area of Environmental Justice (“EJ”) concern as identified using Illinois EPA EJ Start.

6. On December 2, 2019, Aqua filed its Answer to the Complaint.



**B. Agreed Interim Order.**

1. On November 1, 2019, the Court entered an Agreed Interim Order (the “Agreed Interim Order”). The Agreed Interim Order was not a final resolution of the merits of Plaintiff’s Complaint. By entering into the Agreed Interim Order and complying with its terms, Defendant did not affirmatively admit the allegations of violation in the Complaint. This Consent Order supersedes such Agreed Interim Order in its entirety.

**C. Allegations of Non-Compliance.**

Plaintiff contends that Defendant has violated the following provisions of the Act and Board regulations, as well as created and maintained a public nuisance at common law:

Count I: Failure to Provide Assuredly Safe Water in violation of Section 18(a)(2) of the Act, 415 ILCS 5/18(a)(2) (2018), and Section 601.101 of the Board public water supply regulations (“Board PWS Regulations”), 35 Ill. Adm. Code 601.101.

Count II: Violation of Drinking Water Monitoring Site Plan and Sampling Requirements pursuant to Sections 18(a)(2) and 19 of the Act, 415 ILCS 5/18(a)(2) and 19 (2018), and Sections 611.356(a) and (c) of the Board PWS Regulations, 35 Ill. Adm. Code 611.356(a) and (c).

Count III: Violation of Construction Permit Requirements pursuant to Sections 15(a), 18(a)(2), and 18(a)(3) of the Act, 415 ILCS 5/15(a), 18(a)(2) and 18(a)(3) (2018), and Sections 602.101, 602.116, and 602.200 of the Board PWS Regulations, 35 Ill. Adm. Code 602.101, 602.116, and 602.200.

Count IV: Operating Permit Violations pursuant to Sections 18(a)(2) and (3) of the Act, 415 ILCS 5/18(a)(2) and (3) (2018), and Sections 602.101 and 602.300 of the Board PWS Regulations, 35 Ill. Adm. Code 602.101 and 602.300.

Count V: Common Law Public Nuisance.

**D. Non-Admission of Violations.**

Defendant represents that it has entered into this Consent Order for the purpose of settling and compromising disputed claims without having to incur the expense of contested litigation. By entering into this Consent Order and complying with its terms, Defendant does not admit the

allegations of violation within the Complaint referenced above, and Defendant's compliance with this Consent Order shall not be interpreted as including any such admission. Defendant specifically denies the alleged violations in the Complaint and states that it is agreeing to this Consent Order to avoid the cost of litigation and further disruption of its operations. Except as expressly set forth in Paragraph II.1., this Consent Order shall not be used in any other proceeding.

**E. Compliance Activities to Date.**

1. Defendant obtained on September 19, 2018 and November 20, 2018, respectively, an Illinois EPA-issued construction permit and operating permit for the Central Avenue Booster Station of Defendant's Public Water System.

2. Defendant obtained on March 27, 2018, an Illinois EPA-issued operating permit for the water transmission main for Defendant's Public Water System.

3. On its own between June 14, 2019 and November 1, 2019, and in accordance with the Agreed Interim Order after November 1, 2019, Defendant provided alternative sources of drinking water comprising bottled water, faucet filter devices certified by NSF/ANSI Standards 42 and 53, and/or pitcher filters certified by NSF/ANSI Standards 42 and 53, as well as replacement filter cartridges for both filter devices, free of charge to customers of the Public Water System included within the area of Defendant's issued "lead advisory", as that term was described in Paragraphs II.A.1. and II.B. of the Agreed Interim Order, (the "Lead Advisory Area").

4. Between at least June 14, 2019 and December 31, 2022, and as further required by the Agreed Interim Order and Illinois EPA-issued permits, Defendant has been collecting compliance samples in its Public Water System beyond the requisite number set forth in 35 Ill. Adm. Code Part 611, Subpart G ("Lead and Copper Rule").

5. Between November 1, 2019 and the date of the entry of this Consent Order, in accordance with the Agreed Interim Order, Defendant participated in meetings of the “Response Team” (as that term was defined in the Agreed Interim Order), conducted customer-requested tap water sampling, offered customer-requested blood lead level testing, and maintained a dedicated website.

6. On November 30, 2019, consistent with the Lead and Copper Rule and as required by the Agreed Interim Order, Defendant submitted a report to Plaintiff and Illinois EPA presenting the performed comprehensive corrosion control studies and the then-resulting optimal corrosion control treatment recommendation for Illinois EPA’s review and approval, which recommendation Defendant revised on August 4, 2020.

7. On April 17, 2020, Illinois EPA issued to Defendant “Public Water Supply Construction Permit No. 1020-FY2020” for a phosphoric acid chemical treatment system (the “April 2020 Construction Permit”). On April 17, 2020, Illinois EPA issued to Defendant “Operating Permit No. 1020-FY2020” for the phosphoric acid chemical treatment system (the “April 2020 Operating Permit”). After April 17, 2020, Defendant implemented the April 2020 Construction Permit and the April 2020 Operating Permit.

8. On July 30, 2021, Illinois EPA issued to Defendant “Public Water Supply Construction Permit No. 0071-FY2022” to switch to a zinc orthophosphate corrosion control chemical in the Public Water System (the “July 2021 Construction Permit”). On August 3, 2021, Illinois EPA issued to Defendant “Operating Permit 0071-FY2022” to switch to a zinc orthophosphate corrosion control chemical in the Public Water System (“August 2021 Operating Permit”). After July 30, 2021 and August 3, 2021, Defendant implemented the July 2021 Construction Permit and August 2021 Operating Permit, respectively.

9. For the July 1 - December 31, 2021 six-month compliance sampling period, Defendant met the 90th percentile lead action level pursuant to the Lead and Copper Rule.

10. On February 17, 2022, Defendant submitted an optimal corrosion control treatment recommendation to Illinois EPA, revising its August 4, 2020 recommendation and identifying zinc orthophosphate as the optimal treatment (the “February 17 OCCT Recommendation”).

11. On March 23, 2022, Illinois EPA issued to Defendant “Public Water Supply Construction Permit No. 0641-FY2022” regarding Defendant’s installation of a sulfuric acid feed system consisting of a chemical feed pump (maximum capacity of 3.17gph), scale, piping, controls, and appurtenances at Defendant’s Central Avenue Booster Station.

12. For the January 1 – June 30, 2022 six-month compliance sampling period, Defendant met the 90th percentile lead action level pursuant to the Lead and Copper Rule.

13. On August 8, 2022, Illinois EPA issued to Defendant a Special Exception Permit for its Public Water System that approved the February 17 OCCT Recommendation.

14. On August 30, 2022, Illinois EPA issued to Defendant a Special Exception Permit for its Public Water System that set optimal water quality parameter ranges and monitoring frequencies. The August 30, 2022 Special Exception Permit was replaced and superseded by a Special Exception Permit that Illinois EPA issued to Defendant for its Public Water System on December 28, 2022.

15. Between June 14, 2019 and December 31, 2022, Aqua reported to Illinois EPA the results of more than 2,850 compliance samples collected by Defendant from customers served by Defendant’s Public Water System.

16. For the June 1 – December 31, 2022 six-month compliance sampling period, Defendant met the 90th percentile lead action level pursuant to the Lead and Copper Rule.

17. On June 29, 2022, Illinois EPA issued to Defendant a Special Exception Permit for its Public Water System that set forth monitoring requirements. Defendant appealed certain conditions of such Special Exception Permit to the Board (PCB 23-12). On December 15, 2022, the Board entered an Opinion and Order, denying Defendant's appeal of certain conditions of the June 29, 2022 Special Exception Permit as moot (PCB 23-12). On January 20, 2023, Defendant filed a Petition for Review of the Board's December 15, 2022 Opinion and Order in the Appellate Court of Illinois for the Third District (Appeal No. 03-23-0023). On June 14, 2023, Illinois EPA issued to Defendant a Special Exception Permit that, among other things, approved annual compliance sampling for its Public Water System. On June 29, 2023, Defendant filed its Substituted Unopposed Motion to Voluntarily Dismiss Petition for Review before the Appellate Court of Illinois for the Third District (the "Appeal Dismissal Motion"). On June 29, 2023, the Appellate Court of Illinois for the Third District entered an Order, granting the Appeal Dismissal Motion and dismissing Appeal No. 03-23-0023.

18. With Illinois EPA's issuance of the June 14, 2023 Special Exception Permit, the compliance sampling period changed to January 1 – September 30, 2023. Each of the compliance sampling results for the Public Water System that Defendant submitted to the Safe Drinking Water Information System (SDWIS) for the period January 1 – September 30, 2023 have been below 15 micrograms per liter (ug/l).

**F. Defendant's Additional Activities.** In addition to the compliance activities described in Section I.E. above, Defendant completed the following (with the dollar amounts being estimated by Defendant):

1. waived water service billing for individuals within the Lead Advisory Area for water usage between May 15, 2019 and January 14, 2022, with a value of over \$3,385,000.00;
2. waived sewer service billing for individuals within the Lead Advisory Area for sewer service between approximately May 15, 2019 and July 15, 2019, and capped sewer service charges for individuals within the Lead Advisory Area for sewer service between August 1, 2019 and October 31, 2021, at a total cost of \$431,000.00;
3. distributed, through its distribution center and homebound deliveries since on or about June 14, 2019:

Bottled Water: 1,454,227 gallons  
Pitcher Filters and Faucet Filter Devices: 6,211  
Cartridge Replacements: 10,727; and

4. expended, as estimated by Defendant, over \$4,000,000.00 since on or about June 14, 2019, (a) to provide bottled water, filters, filter devices and replacement cartridges, (b) on laboratory work and identifying the optimal corrosion control treatment for Defendant's Public Water System, and (c) to address the impact of internal home lead plumbing sources on tap water quality.

## **II. APPLICABILITY**

1. This Consent Order shall apply to and be binding upon the Parties to the Consent Order. Defendant waives as a defense to any enforcement action taken pursuant to this Consent Order the failure of any of its officers, directors, managers, members, agents, employees or successors or assigns to take such action as shall be required to comply with the provisions of this Consent Order. Plaintiff may use this Consent Order against Defendant in any subsequent

enforcement action or permit proceeding as provided by Sections 39 and 42 of the Act, 415 ILCS 5/39 and 42 (2022).

2. Defendant shall notify each contractor to be retained to perform work required in this Consent Order of each of the requirements of this Consent Order relevant to the activities to be performed by that contractor, including all relevant work schedules and reporting deadlines, and shall provide a copy of this Consent Order to each contractor already retained no later than thirty (30) calendar days after the date of the entry of this Consent Order. In addition, Defendant shall provide copies of all schedules for implementation of the provisions of this Consent Order to the prime vendor(s) supplying the control technology systems and other equipment required by this Consent Order.

3. No change in ownership, corporate status or operator of the Public Water System shall in any way alter the responsibilities of Defendant under this Consent Order. In the event that Defendant proposes to sell or transfer any real property or operations subject to this Consent Order, Defendant shall notify Plaintiff thirty (30) calendar days prior to the conveyance of title, ownership or other interest, including a leasehold interest in the Public Water System or a portion thereof. Defendant shall make as a condition of any such sale or transfer, that the purchaser or successor provide to Defendant site access and all cooperation necessary for Defendant to perform to completion any compliance obligations required by this Consent Order. Defendant shall provide a copy of this Consent Order to any such successor in interest, and Defendant shall continue to be bound by and remain liable for performance of all obligations under this Consent Order. In appropriate circumstances, however, Defendant and a proposed purchaser or operator of the Public Water System may jointly request, and Plaintiff, in its discretion, may consider modification of this Consent Order to obligate the proposed purchaser or operator to carry out future requirements

of this Consent Order in place of, or in addition to, Defendant. This provision does not relieve Defendant from compliance with any regulatory requirement regarding notice and transfer of applicable Public Water System permits.

### **III. JUDGMENT ORDER**

This Court has jurisdiction of the subject matter herein and of the Parties to the Consent Order and, having considered the stipulated facts and being advised in the premises, finds the following relief appropriate:

#### **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

##### **A. Civil Penalty Escrow Account.**

1. Within thirty (30) days of the date of the entry of this Consent Order, Defendant shall deposit the amount of Two Hundred Thousand Dollars (\$200,000.00) in an escrow account (“Civil Penalty Escrow Account”) with an escrow agent approved, in writing, by Plaintiff (the “Civil Penalty Escrow Agent”). Defendant shall pay all costs of administration of the Civil Penalty Escrow Account without utilizing monies from such Escrow Account. The Civil Penalty Escrow Account shall be subject to written instructions approved by Plaintiff that, at a minimum, provide for disbursements to be made only:

- a. for: (i) Technical Assistance Program remediation work as described in and conducted pursuant to Paragraph III.E.1.c.iv. below, (ii) payment of the beneficial project contributions pursuant to Paragraph III.E.2. below, (iii) other remediation work at Remediation-Eligible Residences (defined in Paragraph III.E.1.c.iv. below), as Plaintiff shall approve in advance in writing, or (iv) disbursement of the monies remaining in the Civil Penalty



Escrow Account to Plaintiff as a civil penalty upon completion of the items described in subparagraphs (i), (ii) and (iii) of this Paragraph; and

- b. upon the joint written direction of Plaintiff and Defendant, which direction shall not be provided until after all monies in the Beneficial Project Fund and the Supplemental Beneficial Project Fund (as those terms are defined and described in Paragraph III.E.1.e. below) have been expended.

2. No later than ten (10) business days after completion of the items described in Paragraphs III.A.1.a.i. – iii. above, Plaintiff and Defendant shall direct the Civil Penalty Escrow Agent to disburse all remaining funds in the Civil Penalty Escrow Account as follows:

- a. a certified check or money order in the amount of eighty percent (80%) of the remaining funds in the Civil Penalty Escrow Account payable to Illinois EPA for deposit into the Environmental Protection Trust Fund (“EPTF”) to

Illinois Environmental Protection Agency  
Fiscal Services  
1021 North Grand Avenue East  
P.O. Box 19276  
Springfield, Illinois 62794-9276;

with a copy to:

Kathryn A. Pamentner  
Senior Assistant Attorney General  
Environmental Bureau  
Illinois Attorney General’s Office  
69 W. Washington Street, Suite 1800  
Chicago, Illinois 60602; and

- b. a certified check or money order in the amount of twenty percent (20%) of the remaining funds in the Civil Penalty Escrow Account payable to the County of Will to:

Mary M. Tatroe  
Civil Division Chief  
Office of the Will County State's Attorney  
57 N. Ottawa Street  
Joliet, Illinois 60432

- c. The case name and case number shall appear on the face of the certified checks or money orders.

**B. Stipulated Penalties, Interest and Default.**

1. If Defendant fails to complete any activity or fails to comply with any response or reporting requirement by the date specified in this Consent Order, Defendant shall provide notice to Plaintiff of each failure to comply with this Consent Order and shall pay stipulated penalties in the amount of \$400.00 per day per violation for up to the first fifteen (15) days of violation, \$500.00 per day per violation for the next fifteen (15) days of violation, and \$1,000.00 per day per violation thereafter until such time that compliance is achieved. Plaintiff may make a demand for stipulated penalties upon Defendant for its noncompliance with this Consent Order. However, failure by Plaintiff to make this demand shall not relieve Defendant of the obligation to pay stipulated penalties. All stipulated penalties shall be payable within thirty (30) calendar days of the date Defendant knows or should have known of its noncompliance with any provision of this Consent Order.

2. If Defendant fails to make any payment required by this Consent Order on or before the date upon which the payment is due, Defendant shall be in default and the remaining unpaid balance of the penalty, plus any accrued interest, shall be due and owing immediately. In the event of default, Plaintiff shall be entitled to reasonable costs of collection, including reasonable attorney's fees.

3. Pursuant to Section 42(g) of the Act, interest shall accrue on any penalty amount owed by Defendant not paid within the time prescribed herein. Interest on unpaid penalties shall begin to accrue from the date such are due and continue to accrue to the date full payment is received. Where partial payment is made on any penalty amount that is due, such partial payment shall be first applied to any interest on unpaid penalties then owing.

4. The stipulated penalties shall be enforceable by Plaintiff and shall be in addition to, and shall not preclude the use of, any other remedies or sanctions arising from the failure to comply with this Consent Order.

**C. Stipulated Penalty and Interest Payment Procedures.**

1. All payments required by Section III.B of this Consent Order shall be made by certified check or money order payable to Illinois EPA for deposit into the EPTF; *provided, however,* that any stipulated penalties and/or interest due solely for a late civil penalty payment to the County of Will shall be made by certified check or money order payable to the County of Will.

Payments to the EPTF shall be sent by first class mail and delivered to:

Illinois Environmental Protection Agency  
Fiscal Services  
1021 North Grand Avenue East  
P.O. Box 19276  
Springfield, IL 62794-9276

with a copy to:

Kathryn A. Pamerter  
Senior Assistant Attorney General  
Environmental Bureau  
Illinois Attorney General's Office  
69 W. Washington Street, Suite 1800  
Chicago, Illinois 60602

Payments to the County of Will shall be sent by first class mail and delivered to:

Mary M. Tatroe  
Civil Division Chief  
Office of the Will County State's Attorney  
57 N. Ottawa Street  
Joliet, Illinois 60432

2. The case name and case number shall appear on the face of the certified check or money order.

**D. Future Compliance.**

1. **Compliance Sampling.** Defendant shall utilize the following procedures for lead compliance sampling of its Public Water System:

- a. For each lead compliance sampling event, Defendant shall comply with the sample collection requirements of 35 Ill. Adm. Code 611.356(b).
- b. For each lead compliance sampling event (subject to Paragraph III.D.10. below), Defendant shall collect a lead compliance sample from homes in its lead compliance sampling pool and select the homes by utilizing the random number generator function of Microsoft Excel.
- c. All compliance samples may be collected either by Defendant directly or by customers using sampling supplies and written instructions provided by Defendant (subject to Paragraph III.D.10. below).
- d. Pursuant to 35 Ill. Adm. Code 611.356(a)(1)(D), Defendant shall exclude homes from its compliance sampling pool selection process if a home has a point of use treatment device that cannot be bypassed.
- e. Defendant may exclude homes from its compliance sampling pool selection process if a home has experienced a plumbing disturbance within seventy-

five (75) days of the proposed sampling date, or if a home does not provide Customer Cooperation (as defined in Paragraph III.D.10. below) with respect to a prior sampling event.

- f. Defendant shall not conduct lead compliance sampling in any home at which Defendant performed any technical assistance within thirty (30) days prior to the date of the lead compliance sampling event.
- g. When any technical assistance provided to homes in the compliance sampling pool identifies the presence of lead solder debris in kitchen or bathroom aerators, Defendant shall collect and analyze the chemical composition of the debris if the debris is of sufficient quantity to collect.
- h. Notwithstanding all other applicable requirements of the Lead and Copper Rule, within fifteen (15) days of the completion of each lead compliance sampling period, Defendant shall submit to Illinois EPA a written summary of the lead compliance sampling conducted during such period, which summary shall contain the following information: the number of compliance samples collected; the results of the lead compliance sampling; a summary of any technical assistance provided prior to the collection of each lead compliance sample (outside of the Technical Assistance Program described in Section III.E.1. below); the date that such technical assistance was provided; whether debris was found in aerators within the home; whether debris found within aerators was analyzed by a laboratory; and the results of any debris analysis.

- i. Defendant shall bypass, or provide instructions to the customer regarding how to bypass, any faucet filter prior to collecting lead compliance samples from such faucet. Defendant shall not include in its required compliance sampling any sample of water that has passed through a faucet filter.

**2. Change in Lead Advisory Area Designation.** Commencing on the date of the entry of this Consent Order, the “Lead Advisory Area” shall be referred to thereafter as the “Customer Resources Area”.<sup>1</sup>

**3. Bottled Water.**

- a. No sooner than thirty (30) days after the date of the entry of this Consent Order, Defendant may discontinue its distribution of bottled water to customers in the Customer Resources Area; *provided, however*, that within fourteen (14) days of the date of the entry of this Consent Order, Defendant shall send via regular U.S. mail a written notice of such discontinuation to all customers in the Customer Resources Area, a true and correct copy of which is attached hereto as Group Exhibit A and incorporated herein by reference.
- b. At any point after Defendant’s discontinuation of the provision of bottled water in accordance with Paragraph III.D.3.a. above, and continuing until the termination of this Consent Order in accordance with Section III.K. below, Defendant shall provide, at its distribution center, bottled water, free

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<sup>1</sup> For clarity, the change from “Lead Advisory Area” to “Customer Resources Area” is a name change only, which occurs on the date of the entry of this Consent Order. For privacy reasons, a list of Defendant’s customers within the Customer Resources Area is not attached to this Consent Order. Defendant certifies that prior to the filing of the Motion to approve this Consent Order, it provided to Illinois EPA a current, complete list of Defendant’s customers within the Customer Resources Area.

of charge, to any customer located in the Customer Resources Area with a result from compliance sampling (Paragraph III.D.1.), customer-requested sampling (Paragraph III.D.5.), or Technical Assistance Program sampling (Section III.E.), of 100 parts per billion (“ppb”) or higher until such customer’s respective sampling results do not exceed 100 ppb for two consecutive sampling events, with at least thirty (30) days between each sampling event; *provided, however*, that Defendant shall deliver bottled water to any such customer that is homebound.

**4. Filters.**

- a. No sooner than sixty (60) days after the date of the entry of this Consent Order, Defendant may discontinue its distribution of filter devices/replacement filter cartridges to customers in the Customer Resources Area; *provided, however*, that within fourteen (14) days of the date of the entry of this Consent Order, Defendant shall send via regular U.S. mail a written notice of such discontinuation to all customers in the Customer Resources Area, a true and correct copy of which is attached hereto as Group Exhibit A and incorporated herein by reference.
- b. At any point after Defendant’s discontinuation of the provision of filter devices/replacement filter cartridges in accordance with Paragraph III.D.4.a. above, and continuing until the termination of this Consent Order in accordance with Section III.K. below, Defendant shall provide, at its distribution center, faucet filter devices certified by NSF/ANSI Standards 42 and 53, or pitcher filters certified by NSF/ANSI

Standards 42 and 53, with the respective replacement filter cartridges for both filter devices, free of charge, to any customer located in the Customer Resources Area with a result from compliance sampling (Paragraph III.D.1.), customer-requested sampling (Paragraph III.D.5.), or Technical Assistance Program sampling (Section III.E.), of 15 ppb or higher until such customer's respective sampling results do not exceed 15 ppb for two consecutive sampling events, with at least thirty (30) days between each sampling event; *provided, however*, that Defendant shall deliver such filter devices and replacement cartridges to any such customer that is homebound. Contemporaneously with the provision of a faucet filter device or pitcher filter in accordance with this Paragraph III.D.4.b., Defendant shall provide the customer with a reminder notice regarding, at a minimum, (i) the proper usage of faucet filter devices, pitcher filters, and replacement filter cartridges for both filter devices, (ii) the availability of replacement filter cartridges, (iii) how to install replacement filter cartridges, and (iv) the timeframes for installing such replacements.

**5. Customer-Requested Sampling.** Notwithstanding anything to the contrary set forth in this Consent Order, commencing upon the date of the entry of this Consent Order and continuing until the date which is one hundred and eighty (180) days after the date of the entry of this Consent Order,

- a. upon request of any customer of the Public Water System (as often as once per month), Defendant shall collect and analyze that customer's kitchen cold water tap for the presence of lead, without charge to the customer;



- b. within fourteen (14) days of the date of the entry of this Consent Order, Defendant shall send via regular U.S. mail (i) Group Exhibit A to all customers of the Public Water System in the Customer Resources Area, and (ii) Exhibit B, a true and correct copy of which is attached hereto and incorporated herein by reference, to all customers of the Public Water System not in the Customer Resources Area, which exhibits include a description regarding the availability of customer-requested sampling;
- c. all customer-requested samples may be collected either by Defendant directly or by customers using sampling supplies and written instructions provided by Defendant (subject to Paragraph III.D.10. below);
- d. Defendant shall maintain, and make available to Illinois EPA upon written request, a log of all customer-requested sampling that it conducts, which log shall include, at a minimum, for each customer:
  - i. The date on which the customer initially contacted Defendant to request sampling of such customer's tap water;
  - ii. The date on which the customer's tap water was sampled;
  - iii. The company that conducted the lab analysis;
  - iv. The results of such sampling;
  - v. The dates and results of all subsequent sampling events at the customer's residence or business;
  - vi. A summary of any issues that occurred with respect to any sampling event at the customer's residence or business; and
  - vii. The sampling protocol used to conduct such sampling;

- e. Defendant shall consider, as compliance sampling, the result of any sample collected pursuant to this Paragraph III.D.5. that meets all of the criteria for compliance sampling set forth in 35 Ill. Adm. Code 611.356 and include such sample in its calculation of the 90th percentile lead action level for the corresponding sampling period;
- f. Defendant shall send a copy of the customer-requested sampling results to each corresponding customer via regular U.S. mail within five (5) business days of receipt; and
- g. Defendant may satisfy its sampling collection obligations under this Paragraph III.D.5 by (i) providing a sampling kit with instructions to the customer, and (ii) promptly picking up the sample taken by the customer following notification from the customer that the sample is available.

**6. Nitrate Variability.** Commencing upon the date of the entry of this Consent Order and continuing until the earlier to occur of (a) one year after the date of the entry of this Consent Order, or (b) the date of Illinois EPA's written approval otherwise, Defendant shall, to the extent that nitrate at the entry point to Defendant's Public Water System is detected above seven (7) milligrams per liter, (i) conduct a one-time sampling event by collecting a minimum of 20 lead non-compliance samples from its lead compliance sampling pool, and a nitrate sample from the entry point to Defendant's Public Water System, within 5-15 days of the detection, and (ii) provide the results to Illinois EPA within seven (7) days of receipt. Defendant may satisfy its obligations to collect non-compliance samples under this Paragraph III.D.6. by (y) providing sampling kits with instructions to at least thirty (30) randomly selected customers within its compliance sampling pool within 5-15 days of the detection of nitrate above seven (7) milligrams per liter at the entry

point to Defendant's Public Water System, and (z) promptly picking up the samples taken by such customers following notification from the customer that the collected sample is available.

7. **Website.** Commencing upon the date of the entry of this Consent Order and continuing until the Technical Assistance Program Termination Date (as defined in Paragraph III.E.1. below and, for the sake of clarity, subject to Paragraph III.E.1.h. below), Defendant shall continue to maintain its dedicated website, WaterFactsIL.com, and shall include on such website, at a minimum, (a) all information located on the website as of the date of the entry of this Consent Order, and (b) all additional compliance sampling results (with addresses redacted). Within two (2) business days of mailing the Residential Information Letter (as defined in Paragraph III.E.1.a.i. below), Defendant shall upload a copy of such letter to its website.

8. **No Modification of Corrosion Control Treatment without Illinois EPA Approval.** Commencing upon the date of the entry of this Consent Order, Defendant shall not change its method of corrosion control treatment in the Public Water System unless and until it receives prior written authorization from Illinois EPA pursuant to the requirements of 35 Ill. Adm. Code Part 602.

9. **Appeals.** Defendant retains its right to appeal, consistent with Section 40 of the Act, 415 ILCS 5/40 (2022), and applicable regulations, any permit with conditions, or permit denial, that Illinois EPA issues with respect to the Public Water System.

10. **Customer Cooperation.** The Parties to the Consent Order acknowledge that various inspection, tap sampling, and corrective action obligations of this Consent Order can be completed by Defendant only with customer cooperation during regular business days, Monday through Friday, excluding national and state holidays, at mutually acceptable times. For purposes of this Consent Order, "Customer Cooperation" shall mean: "(a) authorizing entry into the

customer's residence to conduct (i) compliance or technical assistance program sampling, (ii) any inspections of the plumbing, (iii) corrective actions if the lead level exceeds 15 ppb, and/or (iv) other Technical Assistance Program work pursuant to Section III.E.1. below.; and (b) the customer's compliance with sampling instructions provided by Defendant". Notwithstanding any other provision of this Consent Order to the contrary, Defendant shall not be required to complete an otherwise applicable Consent Order requirement with respect to a customer who has declined to provide Customer Cooperation. A customer shall be deemed to have declined cooperation if the customer (i) provides a letter or email to Defendant declining Defendant's request for cooperation, or (ii) fails to provide Customer Cooperation following three (3) attempts by Defendant to obtain cooperation (at least one of the three attempts must include written materials explaining the necessary cooperation); *provided, however*, that Defendant shall grant at least ten (10) days between each attempt and before Defendant makes a determination that a customer has failed to cooperate. Defendant shall maintain a customer cooperation log, a true and correct copy of the form of which is attached hereto as Exhibit C and incorporated herein by reference, and all related letters and emails from customers, a copy of each of which shall be sent to Illinois EPA on the first and fifteenth day of each month (or the next business day to the extent such day falls on a Saturday, Sunday or holiday). Each customer cooperation log that Defendant submits to Illinois EPA shall contain then-current information up to three (3) business days prior to the date of such log submission. Notwithstanding anything to the contrary in this Paragraph III.D.10., for each lead compliance sampling event, Defendant shall comply with the requirements of 35 Ill. Adm. Code 611.356(d) as to the number of compliance samples that must be collected for the Public Water System.

11. **Right of Entry.** Illinois EPA, its employees and representatives, the Attorney General, his employees and representatives, and the Will County State’s Attorney, his employees and representatives, shall have the right of entry into and upon the Public Water System, which is the subject of this Consent Order, at all reasonable times for the purposes of conducting inspections and evaluating compliance status. In conducting such inspections, Illinois EPA, its employees and representatives, the Attorney General, his employees and representatives, and the Will County State’s Attorney, his employees and representatives, may take photographs, samples, and collect information, as they deem necessary.

12. **Compliance with Laws.** This Consent Order in no way affects the responsibilities of Defendant to comply with any other federal, state or local laws or regulations, including but not limited to the Act, the Board regulations, and the Lead Service Line Replacement and Notification Act, Public Act 102-0613, as each may be updated, amended, or modified prior to the termination of this Consent Order in accordance with Paragraph III.K. below.

13. **Cease and Desist.** Defendant shall cease and desist from future violations of the Act and Board regulations that were alleged in the Complaint.

**E. Beneficial Project.** In addition to Defendant’s Additional Activities described in Section I.F. above and the payment as set forth in Section III.A. above, the Parties to the Consent Order agree that Defendant shall perform the following beneficial project:

1. ***Technical Assistance Program for Residential Customers in the Customer Resources Area.*** Commencing upon the date of the entry of this Consent Order and, subject to the requirements in Paragraph III.E.1.h. below, continuing for one year thereafter (the “Technical Assistance Program Termination Date”), Defendant shall establish, fund and implement a “Technical Assistance Program” benefitting

Defendant's customers that own and/or lease a residential house, condominium unit, or apartment unit in the Customer Resources Area (each, a "Residential Customer"), as follows:

a. ***Technical Assistance Program Notification Requirements.***

- i. Within fourteen (14) days of the date of the entry of this Consent Order, Defendant shall send to all of its Residential Customers an information letter (the "Residential Information Letter") and a participation agreement (the "Residential Participation Agreement"), a true and correct copy of the substantially final form of each of which is attached hereto as Group Exhibit A and incorporated herein by reference.
- ii. Within 60-65 days and 120-125 days of the date of the entry of this Consent Order, Defendant shall send a written notice to all of its Residential Customers reminding such customers of the process to sign-up for the Technical Assistance Program and the corresponding deadline.
- iii. Until the passage of the sign-up deadline set forth in Paragraph III.E.1.b. below, Defendant shall include within each water and sewer bill sent to all of its Residential Customers, a reminder of the deadline to sign-up for the Technical Assistance Program and the website address (WaterFactsIL.com) for obtaining additional information.

- iv. Until the passage of the sign-up deadline set forth in Paragraph III.E.1.b. below, Defendant shall post on its website (WaterFactsIL.com) the Residential Information Letter, the deadline to sign-up for the Technical Assistance Program, and the instructions to sign-up for the Technical Assistance Program.
- v. Within fourteen (14) days of the date of the entry of this Consent Order, Defendant shall submit a press release to the Daily Southtown and WUPC-TV regarding the Technical Assistance Program, the process for signing up for the Technical Assistance Program, and the corresponding deadline for sign-up.
- b. ***Technical Assistance Program Sign-up Deadline.*** Residential Customers shall have two hundred and forty days (240) from the date of the entry of this Consent Order to sign up for the Technical Assistance Program. To sign up for the Technical Assistance Program, a Residential Customer must provide Defendant with an executed Residential Participation Agreement prior to the sign-up deadline.
- c. ***Technical Assistance Program Steps.*** Within thirty (30) days of the date that each Residential Customer signs up for the Technical Assistance Program, Defendant shall schedule work to commence the following applicable steps at each such Residential Customer's residence. Subject to Paragraph III.E.1.h. below, Defendant shall complete the following applicable steps at each Residential Customer's residence on or before the

Technical Assistance Program Termination Date, all of which shall be free of charge to such Residential Customer.

- i. Collect a pre-inspection sample for lead from the residence's kitchen cold water tap pursuant to the protocol described in Paragraph III.E.1.d. below.
- ii. To the extent that the pre-inspection sample result is above 15 ppb for lead, perform an in-residence inspection. The in-residence inspection shall include at a minimum, where determined necessary, the following elements: kitchen faucet aerator cleaning and/or replacement; readily visible inspection of the plumbing configuration with a specific emphasis on identifying the presence of lead solder joints and lead solder application technique; water softener education; inspection of any faucet filter or pitcher filter in use to ensure the Residential Customer is using, and can use, the filter correctly; and replacement filter cartridge education. When any in-residence inspection identifies the presence of lead solder debris in kitchen aerators, Defendant shall collect and analyze the chemical composition of debris if of sufficient quantity for laboratory analysis.
- iii. To the extent that an in-residence inspection is performed, collect a post-inspection tap water sample for lead from the residence's kitchen cold water faucet pursuant to the protocol described in



Paragraph III.E.1.d. below, no earlier than fourteen (14) days after Defendant's completion of the in-residence inspection.

- iv. To the extent that a post-inspection sample result exceeds 15 ppb for lead, the corresponding house, condominium unit, or apartment unit will be eligible for remediation of lead solder and/or lead-containing fixtures at the kitchen faucet (a "Remediation-Eligible Residence") up to the cost of \$2,000.00 per Remediation-Eligible Residence to be paid in accordance with Paragraph III.E.1.e. below. Within five (5) business days after determining that a house, condominium unit, or apartment unit constitutes a Remediation-Eligible Residence, Defendant shall provide the owner and/or lessee of such Remediation-Eligible Residence a fact sheet, a true and correct copy of which is attached hereto as Exhibit D and incorporated herein by reference, that explains how such Residential Customer may arrange for an Illinois-licensed third-party plumber to conduct remediation of lead solder and/or lead-containing fixtures at the kitchen faucet, the payment for which shall be paid in accordance with Paragraph III.E.1.e. below up to the cost of \$2,000.00 per Remediation-Eligible Residence (the "Remediation-Eligible Residence Fact Sheet"). The Remediation-Eligible Residence Fact Sheet shall also (aa) grant each corresponding Residential Customer sixty (60) days to schedule an appointment with the Illinois-licensed third-party plumber or report to Defendant any difficulty in doing

so; (bb) provide instructions for the Residential Customer to schedule with Defendant the collection of a post-remediation work kitchen tap cold water sample for lead; *provided, however*, that such sample shall be collected no earlier than seventy-five (75) days after the completion of the kitchen faucet remediation work and in accordance with the protocol set forth in Paragraph III.E.1.d. below; and (cc) state that if the post-remediation work sample is above 15 ppb for lead, the customer would receive free filter devices for the kitchen faucet from Defendant until such customer's respective sampling results do not exceed 15 ppb for two consecutive sampling events, with at least thirty (30) days between each sampling event.

d. ***Technical Assistance Program Sample Collection Process.*** For all Technical Assistance Program samples, Defendant shall utilize the following protocol:

- i. Each sample may be collected either by Defendant directly or by customers using sampling supplies and written instructions provided by Defendant (subject to Paragraph III.D.10. above). Such written instructions shall advise the customers regarding how to bypass a faucet filter prior to collecting samples from such faucet, should such customer have a point of use treatment device that may be bypassed.

- ii. Each sample shall be collected from the kitchen tap after a six-hour stagnation, and no aerator removal or cleaning shall be conducted within 96 hours prior to the day of such sample collection.
- iii. All samples shall equal 1 liter in volume, collected in 500-milliliter sequential samples.
- iv. Defendant may decide not to process any sample based on paperwork deficiencies or other issues, including without limitation, inadequate volume, sample taken from the wrong tap, and suspicion of sampling error or tampering; *provided, however*, that Defendant shall prepare documentation regarding the issue and submit such documentation on a monthly basis to Illinois EPA on the fifth (5th) business day of each month for the preceding month. In any of the foregoing instances, Defendant shall attempt to collect a replacement sample and document any such attempt(s).
- v. Defendant shall send all collected Technical Assistance Program samples to a laboratory that meets the certification requirements of 35 Ill. Adm. Code 611.490.
- vi. Defendant shall cause the Technical Assistance Program samples to be analyzed for lead and, at the discretion of Defendant, tin.
- vii. In addition to the reporting requirements described in Paragraph III.E.1.g. below, Defendant shall send a copy to customers of their respective sampling results via regular U.S. mail within five (5) business days of receipt.

e. ***The Beneficial Project Fund and the Supplemental Beneficial Project Fund.***

- i. Within thirty (30) days of the date of the entry of this Consent Order, Defendant shall remit the sum of Two Hundred Thousand Dollars (\$200,000.00) into an escrow account to be held in trust for the benefit of the Residential Customers who own and/or lease Remediation-Eligible Residences to pay the costs of remediation of lead solder and/or lead-containing fixtures at the kitchen faucet as described in Paragraph III.E.1.c.iv. above, (the “Beneficial Project Fund”). The escrow agent of the Beneficial Project Fund (the “Beneficial Project Escrow Agent”) and the terms of the escrow account shall be approved, in writing, by Plaintiff and Defendant. Defendant shall pay all costs of administration of the Beneficial Project Fund (and Supplemental Beneficial Project Fund (as defined in Paragraph III.E.1.e.iv. below)) without utilizing monies from such Funds.
- ii. Within thirty (30) days of being provided a copy of the invoice from the Illinois-licensed third-party plumber, Defendant shall instruct the Beneficial Project Escrow Agent to pay such plumber retained by the owner and/or lessee of each Remediation-Eligible Residence, up to the sum of \$2,000.00 per Remediation-Eligible Residence, from the Beneficial Project Fund.
- iii. To the extent that monies remain in the Beneficial Project Fund after:

aa. the completion of the remediation of lead solder and/or lead-containing fixtures at the kitchen faucet at all Remediation-Eligible Residences (as described in Paragraph III.E.1.c.iv. above), up to the sum of \$2,000.00 per Remediation-Eligible Residence, and

bb. the payments of the beneficial project contributions as set forth in Paragraph III.E.2. below,

within ten (10) business days of the completion of such contributions, Defendant shall instruct the Beneficial Project Escrow Agent to disburse the remaining monies in the Beneficial Project Fund to the EPTF and the County of Will in accordance with Section III.A. above.

iv. To the extent that the Beneficial Project Fund is exhausted prior to:

aa. the completion of the remediation of lead solder and/or lead-containing fixtures at the kitchen faucet at all Remediation-Eligible Residences (as described in Paragraph III.E.1.c.iv. above), up to the sum of \$2,000.00 per Remediation-Eligible Residence, and

bb. the payments of the beneficial project contributions as set forth in Paragraph III.E.2. below,

Defendant shall replenish the Beneficial Project Fund with an additional payment of One Hundred Thousand Dollars (\$100,000.00), beyond the initial payment of \$200,000.00 described

above (the “Supplemental Beneficial Project Fund”). For the sake of clarity, the Beneficial Project Escrow Agent shall serve as the escrow agent for the Supplemental Beneficial Project Fund, and Plaintiff and Defendant shall approve, in writing, the terms of the Supplemental Beneficial Project Fund.

v. Upon completion of the remediation of lead solder and/or lead-containing fixtures at the kitchen faucet at all Remediation-Eligible Residences (as described in Paragraph III.E.1.c.iv. above), up to the sum of \$2,000.00 per Remediation-Eligible Residence, the remaining monies in the Supplemental Beneficial Project Fund shall be:

aa. First, expended for the beneficial project contributions as set forth in Paragraph III.E.2. below; and

bb. Second, remitted to Defendant at the joint written direction of Plaintiff and Defendant no later than ten (10) business days following the date of the payments of the beneficial project contributions in accordance with Paragraph III.E.2. below.

f. ***Availability of Civil Penalty Escrow Account Monies.*** Solely to the extent that Defendant utilizes all monies in the Beneficial Project Fund and the Supplemental Beneficial Project Fund (for the sake of clarity, \$300,000.00) for (i) the remediation of lead solder and/or lead-containing fixtures at the kitchen faucet at all Remediation-Eligible Residences (as described in

Paragraph III.E.1.c.iv. above), up to the sum of \$2,000.00 per Remediation-Eligible Residence, and (ii) payment of the beneficial project contributions as set forth in Paragraph III.E.2. below, the monies in the Civil Penalty Escrow Account shall become available for remediation of lead solder and/or lead-containing fixtures at the kitchen faucet at Remediation-Eligible Residences up to the sum of \$2,000.00 per Remediation-Eligible Residence, the payments of the beneficial project contributions, and/or other remediation work at Remediation-Eligible Residences as Plaintiff shall approve in advance in writing, each in accordance with Paragraph III.A.1. above, Paragraph III.E.1.c.iv. above, and Paragraph III.E.2. below.

g. ***Reporting Requirements to Plaintiff and Illinois EPA.*** No later than ten (10) business days after the end of each month, Defendant shall for the prior month:

i. submit to Plaintiff and Illinois EPA, for each house, condominium unit and apartment unit, the date that each Residential Customer signed up for the Technical Assistance Program; the date of each pre-inspection sample, residence inspection, and post-inspection sample conducted; the results of all pre- and post-inspection sampling conducted; the date on which the Remediation-Eligible Residence Fact Sheet was sent to the owner and/or lessee of each Remediation-Eligible Residence; documentation regarding any issue pursuant to Paragraph III.E.1.d.iv. above; a summary of any provided technical assistance, including any remediation of lead

solder and/or lead-containing fixtures at the kitchen faucet; a summary of any unperformed remediation work; the date and corresponding address of Defendant's receipt of each invoice for remediation of lead solder and/or lead-containing fixtures at the kitchen faucet; the date and corresponding address of the payment of each such invoice; and a list of all Residential Customers who requested a post-remediation work sample, the date of such request, the date the post-remediation work sample was taken, and the results of such sampling; and

ii. submit to Plaintiff and Illinois EPA the amount of monies expended from the Beneficial Project Fund and/or the Supplemental Beneficial Project Fund during the prior month and cumulatively to date.

h. ***Technical Assistance Program Caveats.*** Notwithstanding anything in this Consent Order to the contrary,

i. Defendant shall continue to completion all technical assistance, including, subject to Paragraph III.E.1.h.ii., remediation of lead solder and/or lead-containing fixtures at the kitchen faucet, at each house, condominium unit, and apartment unit, still in-progress as of the Technical Assistance Program Termination Date, and shall continue to submit to Illinois EPA the reports required under Paragraph III.E.1.g. above until all technical assistance still in-



progress as of the Technical Assistance Program Termination Date is completed.

- ii. Defendant's obligation to arrange for and fund remediation work under the Technical Assistance Program will terminate upon the exhaustion of the Beneficial Project Fund, the Supplemental Beneficial Project Fund, and, to the extent the Civil Penalty Escrow Account funds are made available for remediation work by Plaintiffs, the Civil Penalty Escrow Account.

2. ***Beneficial Project Contingent Contributions.***

- a. To the extent that at least \$3,000.00 remains in the Beneficial Project Fund in accordance with Paragraph III.E.1.e.iii. above, the Supplemental Beneficial Project Fund in accordance with Paragraph III.E.1.e.iv. above, and/or the Civil Penalty Escrow Account in accordance with Paragraph III.E.1.f. above, Defendant shall, within ten (10) days after obtaining any necessary approvals from Plaintiff, instruct the Beneficial Project Escrow Agent and/or the Civil Penalty Escrow Agent, as applicable, to make the following beneficial project contributions:

- i. Fifty Thousand Dollars (\$50,000.00) to the Crete-Monee School District 201-U earmarked for lead in drinking water sampling, remediation and/or other related work at the Crete-Monee Middle School and Coretta Scott King Magnet School; *provided however*, that if less than \$55,000.00 remains, the amount of the contribution shall be ninety percent (90%) of the available monies as jointly

determined by Plaintiff and Defendant in writing. The payment shall be paid by certified check or money order made payable to the Crete-Monee School District 201-U and shall be sent by overnight mail to:

Crete-Monee School District 201-U  
c/o Dr. Kara Coglianesse, Superintendent  
690 W. Exchange Street  
Crete, IL 60417

- ii. Five Thousand Dollars (\$5,000.00) to PK's Christian Learning Site earmarked for lead in drinking water sampling, remediation and/or other related work; *provided however*, that if less than \$55,000.00 remains, the amount of the contribution shall be ten percent (10%) of the available monies as jointly determined by Plaintiff and Defendant. The payment shall be paid by certified check or money order made payable to PK's Christian Learning Site and shall be sent by overnight mail to:

PK's Christian Learning Site  
c/o Priscilla Dede Baffour, President and  
Registered Agent  
82 Town Center  
University Park, IL 60484

- iii. A copy of each of the checks and the transmittal letters shall be sent to:

Kathryn A. Pamenter  
Senior Assistant Attorney General  
Environmental Bureau  
Illinois Attorney General's Office  
69 W. Washington Street, Suite 1800  
Chicago, Illinois 60602; and

Mary M. Tatroe  
Civil Division Chief  
Office of the Will County State's Attorney  
57 N. Ottawa Street  
Joliet, Illinois 60432

- b. To the extent that less than \$3,000.00 remains in the Beneficial Project Fund in accordance with Paragraph III.E.1.e.iii. above, the Supplemental Beneficial Project Fund in accordance with Paragraph III.E.1.e.iv. above, and/or the Civil Penalty Escrow Account in accordance with Paragraph III.E.1.f. above, Defendant shall instruct the Beneficial Project Escrow Agent and/or the Civil Penalty Escrow Agent to disburse the remaining monies to the EPTF and the County of Will in accordance with Section III.A. above within ten (10) days of the completion of the remediation of lead solder and/or lead-containing fixtures at the kitchen faucet at all Remediation-Eligible Residences (as described in Paragraph III.E.1.c.iv. above and up to the sum of \$2,000.00 per Remediation-Eligible Residence).

3. ***Beneficial Project Certification.*** By its signature on this Consent Order, Defendant certifies that, as of the date of the entry of this Consent Order, it is not required to perform or develop the foregoing beneficial project by any federal, state or local law or regulation, nor is it required to perform or develop the foregoing beneficial project by agreement or injunctive relief in any other case. Defendant further certifies that it has not received, and is not presently negotiating to receive credit for, the foregoing beneficial project in any other enforcement action.

4. ***Beneficial Project Statement Requirement.*** Any public statement, oral or written, in print, film or other media, made by Defendant making reference to the foregoing beneficial project shall include the following language:

“This project was undertaken in connection with the settlement of an enforcement action taken by the Illinois Attorney General, Illinois EPA and Will County State’s Attorney’s Office in the matter of *People of the State of Illinois, ex rel. Kwame Raoul, Attorney General of the State of Illinois and ex. rel. James W. Glasgow, State’s Attorney for Will County, Illinois, v. Aqua Illinois, Inc.* (Case No.19CH1208).”

**F. *Force Majeure.***

1. *Force majeure* is an event arising solely beyond the control of Defendant, which prevents the timely performance of any of the requirements of this Consent Order and shall include, but is not limited to, events such as floods, fires, tornadoes, other natural disasters, and labor disputes beyond the reasonable control of Defendant. An increase in costs associated with implementing any requirement of this Consent Order shall not, by itself, excuse Defendant for a failure to comply with such a requirement.

2. When a *force majeure* event occurs which causes or may cause a delay in the performance of any of the requirements of this Consent Order, Defendant shall orally notify Illinois EPA (David Cook at (217) 782-0078) within forty-eight (48) hours of the occurrence. Written notice shall be given to Plaintiff’s representatives as listed in Section III.I. of this Consent Order as soon as practicable, but no later than ten (10) calendar days after the claimed occurrence. This section shall be of no effect as to the particular event involved if Defendant fails to comply with these notice requirements.

3. Within ten (10) calendar days of receipt of any written *force majeure* notice, Plaintiff shall respond in writing regarding Defendant’s claim of a delay or impediment to performance. If Plaintiff agrees that the delay or impediment to performance has been or will be

caused by circumstances beyond the control of Defendant and that Defendant could not have prevented the delay by the exercise of reasonable due diligence, the parties shall stipulate to an extension of the required deadline(s) for all requirement(s) affected by the delay, by a period equivalent to the delay actually caused by such circumstances. Such stipulation may be filed as a modification to this Consent Order. Defendant shall not be liable for stipulated penalties for the period of any such stipulated extension.

4. If Plaintiff does not accept Defendant's claim of a *force majeure* event, Defendant must file a petition with the Court within twenty (20) calendar days of receipt of Plaintiff's determination in order to contest the imposition of stipulated penalties. Plaintiff shall have twenty (20) calendar days to file its response to said petition. The burden of proof of establishing that a *force majeure* event prevented the timely performance shall be upon Defendant. If this Court determines that the delay or impediment to performance has been or will be caused by circumstances solely beyond the control of Defendant and that Defendant could not have prevented the delay by the exercise of reasonable due diligence, Defendant shall be excused as to that event (including any imposition of stipulated penalties), for all requirements affected by the delay, for a period of time equivalent to the delay or such other period as may be determined by this Court.

**G. Enforcement and Modification of Consent Order.**

1. This Consent Order is a binding and enforceable order of this Court. This Court shall retain jurisdiction of this matter and shall consider any motion by any party for the purposes of interpreting and enforcing the terms and conditions of this Consent Order. Defendant agrees

that notice of any subsequent proceeding to enforce this Consent Order may be made by mail and waives any requirement of service of process.

2. The Parties to the Consent Order may, by mutual written consent, extend any compliance dates or modify the terms of this Consent Order without leave of this Court. A request for any modification shall be made in writing and submitted to the representatives designated in Section III.I. of this Consent Order. Any such request shall be made by separate document, and shall not be submitted within any other report or submittal required by this Consent Order. Any such agreed modification shall be in writing and signed by authorized representatives of each party, for filing and incorporation by reference into this Consent Order.

#### **H. Dispute Resolution.**

1. Except as provided herein, the Parties to the Consent Order may seek to informally resolve disputes arising under this Consent Order, including but not limited to Illinois EPA's decision regarding appropriate or necessary response activity, approval or denial of any report, plan or remediation objective, or Plaintiff's rejection of a request for modification or termination of the Consent Order. Plaintiff reserves the right to seek enforcement by the Court where Defendant has failed to satisfy any compliance deadline within this Consent Order. The following are also not subject to the dispute resolution procedures provided by this section: a claim of *force majeure*, a failure to make any required payment and any circumstances posing a substantial danger to the environment or to the public health or welfare of persons.

2. The dispute resolution procedure must be invoked by a party through a written notice describing the nature of the dispute and the party's position with regard to such dispute. The other party shall acknowledge receipt of the notice and schedule a meeting to discuss the dispute informally not later than fourteen (14) calendar days from the receipt of such notice. These

informal negotiations shall be concluded within thirty (30) calendar days from the date of the first meeting between the parties, unless the parties agree, in writing, to shorten or extend this period. The invocation of dispute resolution, in and of itself, shall not excuse compliance with any requirement, obligation or deadline contained herein, and stipulated penalties may be assessed for failure or noncompliance during the period of dispute resolution. As part of the resolution of any dispute, the Parties to the Consent Order, by agreement or by order of this Court, may extend or modify the schedule for completion of work under this Consent Order to account for the delay in the work that occurred as a result of dispute resolution.

3. In the event that the parties are unable to reach agreement during the informal negotiation period, Plaintiff shall provide Defendant with a written summary of its position regarding the dispute. The position advanced by Plaintiff shall be considered binding unless, within twenty (20) calendar days of Defendant's receipt of the written summary of Plaintiff's position, Defendant files a petition with this Court seeking judicial resolution of the dispute. Plaintiff shall respond to the petition by filing the administrative record of the dispute and any argument responsive to the petition within twenty (20) calendar days of service of Defendant's petition. The administrative record of the dispute shall include the written notice of the dispute, any responsive submittals, Plaintiff's written summary of its position, Defendant's petition before the Court and Plaintiff's response to the petition. Plaintiff's position shall be affirmed unless, based upon the administrative record, it is against the manifest weight of the evidence.

**I. Notice and Submittals.**

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

As to Plaintiff

Stephen J. Sylvester  
Bureau Chief  
Environmental Bureau  
Illinois Attorney General's Office  
69 W. Washington Street, Suite 1800  
Chicago, Illinois 60602  
Stephen.Sylvester@ilag.gov  
(via Email Only)

Mary M. Tatroe  
Civil Division Chief  
Office of the Will County State's Attorney  
57 N. Ottawa Street  
Joliet, Illinois 60432  
mtatroe@willcountyillinois.com  
(via email only)

Michael Roubitckek  
Deputy General Counsel, Division of Legal Counsel  
Illinois Environmental Protection Agency  
1021 North Grand Avenue East  
P.O. Box 19276  
Springfield, Illinois 62794-9276  
Mike.Roubitckek@illinois.gov  
(via email only)

David C. Cook, P.E.  
Manager, Permit Section  
Division of Public Water Supplies  
Illinois Environmental Protection Agency  
1021 North Grand Avenue East  
P.O. Box 19276  
Springfield, Illinois 62794-9276  
David.Cook@Illinois.gov  
(via email only)

FOR DEFENDANT  
Aqua Illinois, Inc.  
Attn: Mr. David Carter, President  
1000 S. Schuyler Avenue  
Kankakee, IL 60901  
DCCarter@aquaamerica.com  
(via email only)



Daniel J. Deeb  
ARENTFOX SCHIFF LLP  
233 South Wacker Drive, Suite 7100  
Chicago, IL 60606  
Dan.Deeb@afslaw.com  
(via email only)

**J. Release from Liability.**

In consideration of Defendant's payment of \$200,000.00 in accordance with Paragraph III.A.1., its undertaking of the beneficial project as contained in Section III.E., its commitment to cease and desist as contained in Paragraph III.D.13. above, and completion of all activities required hereunder, Plaintiff releases, waives and discharges Defendant from any further liability or penalties for the alleged violations of the Act and Board regulations and common law public nuisance that were the subject matter of the Complaint herein. The release set forth above does not extend to any matters other than those expressly specified in Plaintiff's Complaint filed on August 16, 2019. Plaintiff reserves, and this Consent Order is without prejudice to, all rights of the State of Illinois against Defendant with respect to all other matters, including but not limited to the following:

- a. criminal liability;
- b. liability for future violations;
- c. liability for natural resources damage arising out of the alleged violations; and
- d. Defendant's failure to satisfy the requirements of this Consent Order.

Nothing in this Consent Order is intended as a waiver, discharge, release, or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which the State of Illinois may have against any person, as defined by Section 3.315 of the Act, 415 ILCS 5/3.315, other than Defendant.

**K. Termination.**

1. Defendant may request that this Consent Order terminate no sooner than eighteen (18) months after Defendant has completed all actions required of Defendant in the Consent Order, *provided that* Defendant has been in continuous compliance with the terms of the Consent Order for the eighteen (18) months preceding the request. Any such request must be made by notice to Plaintiff and include a statement that Defendant has completed all actions required by this Consent Order and has been in continuous compliance with the terms of the Consent Order for the eighteen (18) months preceding the request and the following certification by a responsible corporate official of Defendant:

I certify under penalty of law that this statement was prepared under my direction or supervision, and that the information submitted in or accompanying this statement of final compliance is to the best of my knowledge true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and/or imprisonment for knowing violations.

2. Plaintiff shall notify Defendant of its decision on the request within forty-five (45) calendar days of Plaintiff's receipt of the request. If Plaintiff agrees to terminate this Consent Order, Plaintiff and Defendant shall jointly file a notice with the Court that the Consent Order is terminated. If Plaintiff does not agree to terminate this Consent Order, Plaintiff shall provide Defendant written notification stating the reasons why this Consent Order should not be terminated and Defendant may then invoke the Dispute Resolution provisions. The Consent Order shall remain in effect pending resolution of any dispute by the parties or the Court concerning whether Defendant has completed its obligations under this Consent Order and is in compliance with the terms of the Consent Order. The provisions of Paragraph III.D.13. (Cease and Desist) and Section III.J (Release from Liability) of this Consent Order shall survive and shall not be subject to and are not affected by the termination of any other provision of this Consent Order.

**L. Execution and Entry of Consent Order.**

This Order shall become effective only when executed by all Parties to the Consent Order and the Court. This Order may be executed by the parties in one or more counterparts, all of which taken together shall constitute one and the same instrument. The undersigned representatives for each party certify that they are fully authorized by the party whom they represent to enter into the terms and conditions of this Consent Order and to legally bind them to it.

*[Remainder of Page Blank; Text Continues on Page 46]*

WHEREFORE, the parties, by their representatives, enter into this Consent Order and submit it to this Court that it may be approved and entered.

AGREED:

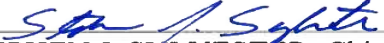
FOR PLAINTIFF:


PEOPLE OF THE STATE OF ILLINOIS  
*ex rel.* KWAME RAOUL, Attorney General  
of the State of Illinois

ILLINOIS ENVIRONMENTAL  
PROTECTION AGENCY

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

JOHN J. KIM, Director  
Illinois Environmental Protection Agency

BY:   
STEPHEN J. SYLVESTER, Chief  
Assistant Attorney General  
Environmental Bureau

BY:   
CHARLES W. GUNNARSON  
Chief Legal Counsel

DATE: 10/3/23

DATE: 10/3/23

*ex rel.* JAMES W. GLASGOW  
State's Attorney for Will County

BY: \_\_\_\_\_  
MARY M. TATROE  
Civil Division Chief  
Office of the Will County State's Attorney

DATE: \_\_\_\_\_

WHEREFORE, the parties, by their representatives, enter into this Consent Order and submit it to this Court that it may be approved and entered.

AGREED:

FOR PLAINTIFF:

PEOPLE OF THE STATE OF ILLINOIS  
*ex rel.* KWAME RAOUL, Attorney General  
of the State of Illinois

ILLINOIS ENVIRONMENTAL  
PROTECTION AGENCY

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BY: \_\_\_\_\_  
STEPHEN J. SYLVESTER, Chief  
Assistant Attorney General  
Environmental Bureau

BY: \_\_\_\_\_  
CHARLES W. GUNNARSON  
Chief Legal Counsel

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

*ex rel.* JAMES W. GLASGOW  
State's Attorney for Will County

BY: Mary M. Tatroe  
MARY M. TATROE  
Civil Division Chief  
Office of the Will County State's Attorney

DATE: 10-2-2023

**Signature Page to Consent Order in People of the State of Illinois v. Aqua Illinois, Inc. (Case No. 19CH1208).**

FOR DEFENDANT:

AQUA ILLINOIS, INC.

BY:   
Its: President

DATE: October 3, 2023

ENTERED:

\_\_\_\_\_  
JUDGE

DATE: \_\_\_\_\_

\_\_\_\_\_

**IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS  
CHANCERY DIVISION**

PEOPLE OF THE STATE OF ILLINOIS    )  
*ex rel.* KWAME RAOUL, Attorney        )  
General of the State of Illinois, and *ex rel.*    )  
JAMES W. GLASGOW, State's Attorney    )  
for Will County, Illinois,                )

Plaintiff,                                 )

v.    )

No. 19 CH 1208

AQUA ILLINOIS, INC., an Illinois        )  
domestic corporation,                     )

Defendant.                                 )

**CONSENT ORDER**

GROUP EXHIBIT A

**IMPORTANT NOTICE REGARDING BOTTLED WATER, FILTER DEVICES, AND  
TECHNICAL ASSISTANCE PROGRAM**

**TO: CUSTOMERS OF AQUA ILLINOIS, INC.'S PUBLIC WATER SYSTEM THAT RESIDE IN THE CUSTOMER RESOURCES AREA, PREVIOUSLY KNOWN AS THE LEAD ADVISORY AREA.**

As you may recall, on approximately July 29, 2019, Aqua Illinois, Inc. (“Aqua”) issued a “lead advisory” to certain customers of Aqua’s public water system having the assigned Public Water System Identification No. IL1975030 (“Public Water System”), which is located inside and outside the Village of University Park in Will and Cook Counties, Illinois. That area, previously referred to as the “lead advisory area,” is now the “Customer Resources Area.”

On October \_\_, 2023, the Will County Circuit Court entered a Consent Order in *People of the State of Illinois v. Aqua Illinois, Inc.*, Case No. 19CH1208 (the “Consent Order”), which sets forth certain requirements for Aqua customers located in the Customer Resources Area. Aqua is a party to the Consent Order. A copy of the Consent Order and additional information relating to this Notice may be found on Aqua’s website, [WaterFactsIL.com](http://WaterFactsIL.com).

This Notice is provided for the following five purposes:

**First**, this Notice advises that drinking water from Aqua’s Public Water System has met the lead in drinking water compliance standard for more than two full years. The prior Agreed Interim Order required Aqua to continue providing bottled water and filter devices during this period while the Illinois Environmental Protection Agency (“Illinois EPA”) evaluated the effectiveness of the corrosion control treatment under varying source water conditions.

**Second**, in accordance with the Consent Order, this Notice advises customers in the Customer Resources Area that Aqua will cease to provide free bottled water to such customers as of *[insert date 30 days after consent order entry]*.

**Third**, in accordance with the Consent Order, this Notice advises customers in the Customer Resources Area that Aqua will cease to provide free filter devices to such customers as of *[insert date 60 days after consent order entry]*.

**Fourth**, if you are a residential customer, your house, condominium unit, or apartment unit (the “House”) has been identified as one which may be eligible to



participate in the “Technical Assistance Program” under the Consent Order because it is located in the Customer Resources Area. Both Aqua and Illinois EPA recommend that you participate in the program. **Please read the following materials carefully.**

**A. What Activities are Included in the Technical Assistance Program?**

As more fully described in the Consent Order, each House that participates in the Technical Assistance Program will be eligible to receive the following services, free of charge:

- Collection of an initial tap water sample for lead from your kitchen cold water faucet.
- If the result of the initial tap water test is above 15 parts per billion (ppb) for lead, you will be eligible to receive free filter devices, and then an inspection of the visible plumbing for your kitchen faucet, completion of initial corrective actions, and then the collection of an additional tap water sample for lead from your kitchen cold water faucet.
- If the additional tap water test is also above 15 parts per billion (ppb) for lead, you will continue to be eligible to receive free filter devices, and Aqua will connect you with an Illinois-licensed third-party plumber who will further inspect and remediate lead solder and/or lead-containing fixtures at the kitchen faucet, which work would be paid directly by Aqua up to a cost of \$2,000.00.

After a minimum of 75 days from the completion of the kitchen faucet remediation work, you may contact Aqua to collect another kitchen tap cold water sample for lead. If that sample is above 15 parts per billion (ppb) for lead, you would receive free filter devices for that faucet from Aqua until your respective sampling results do not exceed 15 ppb for two consecutive sampling events, with at least thirty (30) days between each sampling event.

**B. What is the deadline for Customers in the Customer Resources Area to sign-up for the Technical Assistance Program?**

The deadline to sign-up for the Technical Assistance Program is:  
\_\_\_\_\_ *[insert date 240 days from consent order entry]*.

**C. How do you, as a Customer in the Customer Resources Area, sign-up for the Technical Assistance Program?**

If you wish to participate in the Technical Assistance Program, please complete all portions of the Participation Agreement attached as Exhibit 1 and return a copy to Aqua in person or by U.S. mail at *[insert Aqua-dedicated Customer Resources Area (“CRA”) mailing address]* or via email at *[insert Aqua-dedicated CRA email address]*, no later than \_\_\_\_\_ *[insert date 240 days from consent order entry]*. You are encouraged (a) to return your completed Participation Agreement via certified mail, such that there is proof of mailing/delivery, if you elect that method of delivery, and (b) to keep a copy of your completed Participation Agreement for your records.

Importantly, the Technical Assistance Program is limited to a maximum of \$500,000 worth of kitchen faucet remediation work for all eligible customers. You are thus encouraged to sign up for the Technical Assistance Program as soon as you can.

**D. Are you, as a Customer in the Customer Resources Area, required to participate in the Technical Assistance Program?**

No. Your choice to participate or not participate in the Technical Assistance Program is strictly voluntary; no customer will be forced to participate. Nothing in this Notice or the Participation Agreement shall be deemed to waive, discharge, release or otherwise impact any private causes of action or rights that may exist against Aqua, and Aqua reserves all rights and defenses regarding any such private causes of action or rights.

**E. How do you get more information?** Further details are provided within the Consent Order. A copy of the Consent Order is available at *[add link]*. If you have questions, you also may call *[insert dedicated Aqua phone number]*. If you should get a voicemail message, please leave your name, telephone number, time of your call, and telephone number at which you can be reached. Subject to exceptional circumstances, your call should be returned within two (2) business days.

**Fifth**, if you are not interested in participating in the Technical Assistance Program but would like your water sampled for lead, without any charge, you may

contact Aqua at [*insert dedicated Aqua CRA phone number*] once per month prior to [*insert 180<sup>th</sup> day*]. Please follow the sampling instructions to ensure a timely and accurate sampling result.

Exhibit 1

**PARTICIPATION AGREEMENT**

*Please fill out this form completely – all information is needed.*

*Where applicable, both the owner(s) and the tenant(s) must complete this form.*

- Full street address of the house, apartment unit or condominium unit: \_\_\_\_\_ (the “House”)
- Full legal names of all owners of the House: \_\_\_\_\_ (collectively, the “Owners”) (*print name of each owner of the house*)
- The House [is/is not](*circle one*) a rental property. If the House is a rental property, the tenants of the House consist of the following people: \_\_\_\_\_ (collectively, the “Tenants”) (*print name of each tenant of the House*)
- House Contact Information: \_\_\_\_\_ (*print the telephone and/or email address for the individual you wish Aqua to contact regarding this Participation Agreement*)

The Owners, and if the House is a rental property, the Tenants, each agree as follows:

1. We/I have read and understand the IMPORTANT NOTICE REGARDING BOTTLED WATER, FILTER DEVICES, AND TECHNICAL ASSISTANCE PROGRAM mailed to us/me, and which is also available at [*insert link to WaterFacts site page*].
2. We/I wish for the House to be included in the Technical Assistance Program, as established under the Consent Order.
3. We/I will (a) allow Aqua or its assignee entry and reasonable access to the House during normal business days, Monday through Friday, excluding national and state holidays, at mutually acceptable times, for all sampling, inspection and repair work contemplated by the Consent Order, and (b) collect tap samples from the House’s kitchen faucet in accordance with the written sampling procedures provided by Aqua. This is referred to as “Customer Cooperation” under the Consent Order. We/I agree that Aqua may use the contact telephone number or email address stated above as the exclusive means to arrange for access to the House. Prior to any sampling in the House conducted by Aqua, we/I will ensure that the kitchen tap is not used for at least 6 hours and that cold water was last used at the kitchen tap.
4. If the House has a treatment or filtration system for the kitchen faucet that may be bypassed, we/I agree to follow instructions provided by Aqua to bypass that system.
5. We/I acknowledge that the Illinois-licensed third-party plumber contemplated by the Consent Order would be chosen and paid directly by Aqua up to \$2,000.00. We/I also acknowledge that we/I fully release Aqua from any responsibility or liability relating to any work that such plumber performs in the House pursuant to

the requirements of the Consent Order. We/I further also agree that (a) any claims we/I may come to have relating to such plumber's access or work will be limited to the terms of the warranty provided by such plumber, and (b) the terms of this Section 5 shall survive any termination of this Participation Agreement.

- 6. We/I may withdraw from the Technical Assistance Program at any time by sending a letter to Aqua at [*insert dedicated CRA mailing address*] or an email to Aqua at [*insert dedicated CRA email address*] asking to terminate this agreement.
- 7. We/I have had the opportunity to consult with legal counsel prior to signing below.
- 8. We/I will advise Aqua in writing at [*insert dedicated CRA mailing address and email*] of any change in ownership of the House, and if the House is rented, of any change in the tenants of the House, at least fifteen (15) days before such change. All services for the House under the Technical Assistance Program will be temporarily suspended immediately upon the change in ownership or tenancy. The temporary suspension will become permanent, such that the House shall no longer be eligible for services under the Technical Assistance Program, unless a replacement Participation Agreement signed by all remaining and new owners (and, if applicable, all remaining and new tenants) is provided to Aqua within fifteen (15) days of the change in ownership or tenancy.
- 9. We/I acknowledge that compliance with all of the terms of this Participation Agreement is a requisite for participation in the Technical Assistance Program and that the free services of the program will cease to be provided to the House if we/I do not comply with these terms.

Owner Signatures. By executing immediately below, the undersigned certify under penalty of perjury as provided for by 28 U.S.C. § 1746, that he/she/it/they is/are the owner(s) of the House and that there is/are no other owner(s) of the House.

\_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_

Tenant Signatures. By executing this form below, the undersigned certify under penalty of perjury as provided for by 28 U.S.C. § 1746, that he/she/it/they is/are the tenant(s) of the House and that there is/are no other tenant(s) of the House.

\_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_

Once fully completed, this Participation Agreement should be sent to Aqua at the below address:

*[Insert dedicated CRA mailing address]*

Certified mailing is recommended but not required.

*[Insert dedicated CRA email address]*

**IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS  
CHANCERY DIVISION**

PEOPLE OF THE STATE OF ILLINOIS )  
*ex rel.* KWAME RAOUL, Attorney )  
General of the State of Illinois, and *ex rel.* )  
JAMES W. GLASGOW, State's Attorney )  
for Will County, Illinois, )

Plaintiff, )

v. )

No. 19 CH 1208

AQUA ILLINOIS, INC., an Illinois )  
domestic corporation, )

Defendant. )

**CONSENT ORDER**

EXHIBIT B

(Mailing)

**TO: CUSTOMERS OF AQUA ILLINOIS, INC.'S PUBLIC WATER SYSTEM OUTSIDE  
OF THE CUSTOMER RESOURCES AREA**

If you would like your water sampled for lead, without any charge, you may contact Aqua at [*insert non-Customer Resources Area phone number*] once per month prior to [*insert 180<sup>th</sup> day*]. A copy of the sampling results will be mailed to you. Please follow the sampling instructions to ensure a timely and accurate sampling result.



**IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS  
CHANCERY DIVISION**

PEOPLE OF THE STATE OF ILLINOIS    )  
*ex rel.* KWAME RAOUL, Attorney        )  
General of the State of Illinois, and *ex rel.*    )  
JAMES W. GLASGOW, State's Attorney        )  
for Will County, Illinois,                        )

                    Plaintiff,                        )

                    v.                                 )

No. 19 CH 1208

AQUA ILLINOIS, INC., an Illinois         )  
domestic corporation,                        )

                    Defendant.                        )

**CONSENT ORDER**

EXHIBIT C

|         |               |           |       |         |  |                             |   |   |  |   |   |  |   |   |
|---------|---------------|-----------|-------|---------|--|-----------------------------|---|---|--|---|---|--|---|---|
| Premise | Customer Name | Telephone | Email | Address | Purpose of Contact<br>(Compliance Sampling, Home Plumbing, Tap Water, Inspection Sampling, TAP inspection, TAP post-inspection sampling) | Date of 1st Contact Attempt | Means of 1st Contact Attempt*<br>(Phone/email/letter) | Result of 1st Contact<br>(E.g., no response, refusal, asked for more information) | Date of 2nd Contact Attempt (at least 10 days after 1st contact) | Means of 2nd Contact Attempt*<br>(Phone/email/letter) | Result of 2nd Contact<br>(E.g., no response, refusal, asked for more information) | Date of 3rd Contact Attempt (at least 10 days after 2nd contact) | Means of 3rd Contact Attempt*<br>(Phone/email/letter) | Result of 3rd Contact Attempt<br>(E.g., no response, refusal, asked for more information) |
|---------|---------------|-----------|-------|---------|--|-----------------------------|---|---|--|---|---|--|---|---|

\* At least 1 of the 3 contact attempts must be a letter or email. If the customer provides a letter or email declining cooperation, no further contact attempts are necessary.

**IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS  
CHANCERY DIVISION**

PEOPLE OF THE STATE OF ILLINOIS    )  
*ex rel.* KWAME RAOUL, Attorney        )  
General of the State of Illinois, and *ex rel.*    )  
JAMES W. GLASGOW, State's Attorney        )  
for Will County, Illinois,                    )

                    Plaintiff,                        )

                    v.                                    )

No. 19 CH 1208

AQUA ILLINOIS, INC., an Illinois        )  
domestic corporation,                        )

                    Defendant.                        )

**CONSENT ORDER**

EXHIBIT D

**Technical Assistance Program  
Remediation-Eligible Residence Fact Sheet  
Regarding  
Kitchen Faucet Plumbing Remediation Work**

Thank you for participating in the Technical Assistance Program. Based on the kitchen tap water sampling conducted at your house, condominium unit, or apartment unit (“House”) under that program, the kitchen faucet of your House is eligible for certain plumbing remediation work which will be paid by Aqua directly up to a cost of \$2,000.00. A description of the possible kitchen faucet plumbing work and instructions on how to arrange for that work are provided below.

1. ***What kitchen faucet plumbing work will be done?*** An Illinois-licensed third-party plumber will inspect the plumbing of your kitchen faucet for lead-containing plumbing. Such plumber will then remediate exposed lead-containing plumbing, namely lead solder and/or lead-containing fixtures at the kitchen faucet, with lead-free materials. Such plumber will not remove and replace any drywall, plaster, wall, flooring, ceiling or cabinetry, but instead will inspect and replace readily visible lead-containing kitchen faucet plumbing.

2. ***Who will do the plumbing work?*** The kitchen faucet plumbing work will be done by [Plumber]. [Plumber] is an Illinois-licensed third-party plumber.

3. ***How will this plumbing work be paid for?*** [Plumber] will bill Aqua directly up to a cost of \$2,000.00. For your records, [Plumber] will leave a copy of the invoice at your House following completion of the work. To the extent that [Plumber] arrives at your House at the scheduled date/time to conduct the kitchen faucet plumbing work and [Plumber] cannot then access your House, the minimum no-show charge (equivalent to two hours of work) will be assessed against the available \$2,000.00 amount for kitchen faucet plumbing work at your House.

4. ***How do I schedule the plumbing work for my House?*** Please call [Plumber] at [phone] to schedule the kitchen faucet plumbing work for your House. Because the funding of the Technical Assistance Program is limited, you are encouraged to call [Plumber] as soon as possible. If you have any difficulty reaching [Plumber], please call Aqua at [phone]. If you have not scheduled the appointment with [Plumber], or if Aqua does not hear from you, by \_\_\_\_\_ (which is sixty (60) days after the date of this Fact Sheet set forth below), your House will no longer be eligible for kitchen faucet plumbing remediation work under the Technical Assistance Program.

**5. What should I do after the plumbing work is completed?** After the kitchen faucet plumbing work is completed, you may contact Aqua at *[insert dedicated CRA phone number]* to request sampling of your House's kitchen cold water tap. Aqua will then arrange for sampling of your House's kitchen cold water tap to occur promptly, but no earlier than seventy-five (75) days after completion of the kitchen faucet plumbing work. If that sample is above 15 parts per billion (ppb) for lead, you would receive free filter devices for that faucet from Aqua until your sampling results do not exceed 15 ppb for two consecutive sampling events, with at least thirty (30) days between each sampling event.

If you have any questions, please call *[insert dedicated CRA phone number]*.

Dated: \_\_\_\_\_

**IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS  
CHANCERY DIVISION**

PEOPLE OF THE STATE OF ILLINOIS    )  
*ex rel.* KWAME RAOUL, Attorney        )  
General of the State of Illinois, and *ex rel.*    )  
JAMES W. GLASGOW, State's Attorney        )  
for Will County, Illinois,                    )

                    Plaintiff,                        )

                    v.                                 )

No. 19 CH 1208

AQUA ILLINOIS, INC., an Illinois         )  
domestic corporation,                        )

                    Defendant.                        )

PLAINTIFF'S MOTION FOR APPROVAL AND ENTRY OF CONSENT ORDER

EXHIBIT 2

AGREED ORDER

**IN THE CIRCUIT COURT FOR THE TWELFTH JUDICIAL CIRCUIT  
WILL COUNTY, ILLINOIS  
CHANCERY DIVISION**

|   |   |              |
|---|---|--------------|
| PEOPLE OF THE STATE OF ILLINOIS,              | ) |              |
| <i>ex rel.</i> KWAME RAOUL, Attorney General  | ) |              |
| of the State of Illinois, and                 | ) |              |
| <i>ex rel.</i> JAMES W. GLASGOW,              | ) |              |
| State's Attorney for Will County, Illinois,   | ) |              |
|   | ) |              |
| Plaintiff,                                    | ) |              |
|   | ) |              |
| v.  | ) | No. 19CH1208 |
|   | ) |              |
| AQUA ILLINOIS, INC., an Illinois corporation, | ) |              |
|   | ) |              |
| Defendant.                                    | ) |              |

**AGREED ORDER**

This cause coming on to be heard, due notice having been given, the Court being duly advised in the premises, and the Court having contemporaneously entered the Consent Order in this case:

IT IS HEREBY ORDERED THAT:

1. All remaining calendar dates in the case, including the status hearing scheduled on January 5, 2024, are hereby stricken.

ENTERED:

\_\_\_\_\_  
J U D G E  
DATE: \_\_\_\_\_

Order Prepared By:  
Kathryn A. Pamenter (#6231191)  
Senior Assistant Attorney General  
Environmental Bureau  
Illinois Attorney General's Office  
69 W. Washington Street, Suite 1800  
Chicago, Illinois 60602  
(773) 590-7824  
[Kathryn.Pamenter@ilag.gov](mailto:Kathryn.Pamenter@ilag.gov)