

**METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO,**

Complainant,

Show Cause Proceedings Under Sewage & Waste Control Ordinance

Hearing Officer Frederick E. Agustin

This matter comes before the assigned Hearing Officer, Frederick E. Agustin, by agreement of Complainant Metropolitan Water Reclamation District of Greater Chicago ("District"), through its General Counsel Susan T. Morakalis, and Respondent Belmont Sausage Company ("Belmont Sausage"), through its attorney David Cutler (collectively, the "Parties"), with due notice having been given and Hearing Officer Agustin being fully advised in the premises.

This stipulation of facts and jurisdiction is made and agreed upon for purposes of providing factual and jurisdictional bases for entry of this Agreed Order of Settlement ("Agreed Order").

1. The District is a body corporate and politic organized and existing under the laws of the State of Illinois for the purpose of collecting and treating sewage and industrial wastes, protecting the waterways, and reducing instances of flooding for its service area covering most of Cook County, Illinois. *See* 70 ILCS 2605/1, et seq.

a) An Illinois corporation, organized and existing under the laws of the State of Illinois, engaged in the business of manufacturing various processed meats for private label and commercial markets at its facility located at 2201

Estes Avenue, Elk Grove Village, Illinois ("Facility"), which contains three connected commercial/industrial buildings and is located within the District's service area.

- b) A non-categorical Significant Industrial User ("SIU"), as defined under Article II of the District's Sewage & Waste Control Ordinance ("SWCO"), discharging greater than 25,000 gallons per day of process wastewater from the Facility to a sewerage system tributary to the District's water reclamation facilities.
- c) Authorized to, and did, discharge process wastewater from the Facility to a sewerage system tributary to the District's water reclamation facilities pursuant to a current valid Discharge Authorization ("DA") issued by the District for the Facility.
- d) Subject to Appendix B, Section 1 of SWCO (Pollutant Concentration Limits) for discharges of process wastewater from the Facility to a sewerage system tributary to the District's water reclamation facilities, including the concentration limits pertaining to Fats, Oils and Greases ("FOG") of 250 mg/L at any time.
- e) Subject to Appendix C, Section 2 of SWCO (Compliance Schedule), which makes it unlawful for any SIU to continue discharging process wastewater to a sewerage system under the District's jurisdiction if the Executive Director has found the person to be in violation of SWCO pursuant to any Cease & Desist Order ("C&D") issued by the District, or that fails to comply with any compliance schedule submitted by the SIU to the District in response to any C&D issued by the District.
- f) Subject to Appendix D, Section 1 of SWCO (Discharge Authorizations), which makes it unlawful for any SIU to cause or allow the discharge of process wastewater into the sewerage system under the District's jurisdiction unless such SIU is in conformance with all terms and special conditions of a current valid DA, and Section 8, which authorizes the District's Executive Director to order any person or entity that fails to comply with a C&D issued by the District to show cause why the DA should not be revoked.

3. Since 2007, Belmont Sausage has been in possession of a valid DA issued by the District for the Facility, known as DA No. 25873 - 1 to 4.1.

4. Belmont Sausage's DA authorizes the discharge of process wastewater from the Facility to a sewerage system tributary to the District's water reclamation facilities, subject to the

terms and special conditions of the DA and any written renewal thereof subsequently issued by the District.

5. Belmont Sausage's DA authorizes sampling at the Facility from two sampling points, known as Sampling Point 1A, an outdoor manhole located west of the Facility's buildings, and Sampling Point 2A, an outdoor manhole located north of the Facility's east building.

6. The Facility contains three grease traps known as Traps 1A, 2A and 5A. Trap 1A was installed in 2001 at Sampling Point 1A at the west end of the Facility. Trap 2A was installed in 2006-07 at Sampling Point 2A in the back of the Facility when it expanded. Trap 5A, a 48,000-gallon trap and the largest of the three, was installed in November 2020 in the Facility's parking lot.

7. Special Condition 3 of Belmont Sausage's DA (Effluent Limits) provides:

The wastewater discharges at the indicated sampling points shall not exceed the following local limits at any time. The wastewater discharges at the indicated sampling points shall not exceed the following federal effluent limits in any sample representative of a 24-hour daily discharge. Failure to maintain compliance with these limitations is considered a violation of this [DA] and [SWCO].

It further provides that the local limits for FOG of any sample taken from Sampling Points 1A and 2A is 250 mg/L at any time.

B. Jurisdiction over Show Cause Proceedings

8. Jurisdiction over these proceedings exists pursuant to Article VI of SWCO (Administrative Proceedings).

9. Each C&D referenced below was served on Belmont Sausage on or about the date of issuance.

10. On March 25, 2022, the District filed its Show Cause Complaint with the District's Clerk wherein the District's Executive Director notified and ordered Belmont Sausage to show

cause before this Board-appointed Hearing Officer why it has failed or refused to comply with the C&Ds issued by the District and why its DA should not be revoked. The District served the Show Cause Complaint and a Notice of Pre-Hearing Conference via Certified Mail on Belmont Sausage's President on March 30, 2022, and on its Registered Agent on April 19, 2022.

C. Belmont Sausage's FOG Violations

11. The District's Show Cause Complaint alleges Belmont Sausage exceeded the effluent limits for FOG of 250 mg/L in violation of Appendix B, Section 1 of SWCO (Pollutant Concentration Limits) and Special Condition 3 of Belmont Sausage's DA (Effluent Limits), based on sampling conducted of the Facility's process wastewater between July 2017 and February 2022, resulting in the issuance to Belmont Sausage of the following forty-five (45) C&Ds:

- a) C&D No. 93435 issued on or about September 18, 2017
- b) Amended C&D No. 93435, referenced as Enforcement Action ("EA") No. 93555, issued on or about November 17, 2017
- c) Amended C&D No. 93435, referenced as EA No. 93614, issued on or about February 6, 2018
- d) C&D No. 93636 issued on or about January 23, 2018
- e) Amended C&D No. 93636, referenced as EA No. 93668, issued on or about February 6, 2018
- f) Amended C&D No. 93636, referenced as EA No. 93701, issued on or about March 6, 2018
- g) C&D No. 93847 issued on or about June 5, 2018
- h) Amended C&D No. 93847, referenced as EA No. 93923, issued on or about June 27, 2018
- i) Amended C&D No. 93847, referenced as EA No. 93937, issued on or about July 18, 2018
- j) Amended C&D No. 93847, referenced as EA No. 94088, issued on or about September 4, 2018

- k) C&D No. 94143 issued on or about October 4, 2018
- l) Amended C&D No. 94143, referenced as EA No. 94193, issued on or about December 6, 2018
- m) Amended C&D No. 94143, referenced as EA No. 94328, issued on or about January 10, 2019
- n) C&D No. 94406 issued on or about February 22, 2019
- o) Amended C&D No. 94406, referenced as EA No. 94412, issued on or about March 22, 2019
- p) Amended C&D No. 94406, referenced as EA No. 94528, issued on or about April 24, 2019
- q) Amended C&D No. 94406, referenced as EA No. 94596, issued on or about May 22, 2019
- r) Amended C&D No. 94406, referenced as EA No. 94671, issued on or about June 26, 2019
- s) C&D No. 94719 issued on or about July 19, 2019
- t) Amended C&D No. 94719, referenced as EA No. 94727, issued on or about July 30, 2019
- u) Amended C&D No. 94719, referenced as EA No. 94763, issued on or about August 16, 2019
- v) Amended C&D No. 94719, referenced as EA No. 94860, issued on or about September 30, 2019
- w) Amended C&D No. 94719, referenced as EA No. 94990, issued on or about November 26, 2019
- x) C&D No. 95072 issued on or about January 17, 2020
- y) Amended C&D No. 95072, referenced as EA No. 95143, issued on or about March 5, 2020
- z) Amended C&D No. 95072, referenced as EA No. 95213, issued on or about April 15, 2020
- aa) Amended C&D No. 95072, referenced as EA No. 95283, issued on or about June 3, 2020

- bb) C&D No. 95326 issued on or about June 26, 2020
- cc) Amended C&D No. 95326, referenced as EA No. 95439, issued on or about August 24, 2020
- dd) Amended C&D No. 95326, referenced as EA No. 95569, issued on or about October 22, 2020
- ee) C&D No. 95675 issued on or about December 18, 2020
- ff) Amended C&D No. 95675, referenced as EA No. 95803, issued on or about March 8, 2021
- gg) Amended C&D No. 95675, referenced as EA No. 95987, issued on or about June 16, 2021
- hh) C&D No. 95988 issued on or about June 14, 2021
- ii) Amended C&D No. 95988, referenced as EA No. 96012, issued on or about June 25, 2021
- jj) Amended C&D No. 95988, referenced as EA No. 96026, issued on or about July 12, 2021
- kk) Amended C&D No. 95988, referenced as EA No. 96092, issued on or about July 29, 2021
- ll) Amended C&D No. 95988, referenced as EA No. 96143, issued on or about August 25, 2021
- mm) Amended C&D No. 95988, referenced as EA No. 96299, issued on or about September 24, 2021
- nn) C&D No. 96440 issued on or about November 18, 2021
- oo) Amended C&D No. 96440, referenced as EA No. 96492, issued on or about December 14, 2021
- pp) Amended C&D No. 96440, referenced as EA No. 96517, issued on or about January 4, 2022
- qq) Amended C&D No. 96440, referenced as EA No. 96555, issued on or about January 18, 2022
- rr) Amended C&D No. 96440, referenced as EA No. 96592, issued on or about January 27, 2022

ss) Amended C&D No. 96440, referenced as EA No. 96659, issued on or about March 8, 2022

12. Additional sampling and testing of the Facility's process wastewater occurring after the District filed its Show Cause Complaint in these proceedings has resulted in the issuance of C&D No. 96847 on or about May 4, 2022, for another FOG violation based upon the analytical results of samples collected by Belmont Sausage in April 2022.

13. Each of the FOG violations referenced above was based upon samples of process wastewater taken from the Facility's sampling points by the District and/or Belmont Sausage, and subsequently tested in an accredited lab.

14. Belmont Sausage does not dispute, nor contest, the analytical results memorialized in each C&D referenced above indicating that its process wastewater discharged from the Facility to a sewerage system tributary to District's water reclamation facilities did in each instance exceed the concentration limits of SWCO and the DA pertaining to FOG of 250 mg/L. In response to these violations, Belmont Sausage states:

- a) The FOG violations at issue in this case are attributable to discharges of process wastewater passing through Trap 2A, which does not have sufficient capacity to limit the discharge of FOG necessary to meet the effluent limits of SWCO and its DA based on the volume of process wastewater that passes through it;
- b) It will construct and install a lift station ("Lift Station") at the Facility that will pump process wastewater from Trap 2A to Trap 5A, which it maintains has the necessary capacity to handle Trap 2A's regular flow and, once installed, will prevent future FOG violations resulting from the Facility's discharge of process wastewater into the sewerage system tributary to the District's water reclamation facilities;
- c) It procured the architectural firm of Thomas Architects in November 2021 for the purpose of designing the Lift Station, commenced discussions with the Village of Elk Grove in November 2021 for the purpose of obtaining the necessary permits for construction of the Lift Station, and commenced discussions with the District in December 2021 for the purpose of obtaining

a connection authorization to the sewerage system tributary to the District's water reclamation facilities;

- d) The Village of Elk Grove has given preliminary approval of the proposed design of the Lift Station;
- e) Trap 2A will remain active so that when major maintenance of the Lift Station is necessary, process waste can continue to flow through Trap 2A; and
- f) Once the necessary permits and connection authorization are obtained for the Lift Station's construction, the actual installation of the Lift Station is expected to take approximately thirty (30) days.

II. HEARING OFFICER'S FINDINGS AND ORDERS

Hearing Officer Agustin has jurisdiction over the subject matter herein and over the Parties to this proceeding, and having considered the stipulated facts set forth above and being otherwise fully advised in the premises, finds the following relief appropriate.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

A. Payment of Civil Penalties and Costs

1. Pursuant to Article VI, Section 3(e) of SWCO, Belmont Sausage shall pay civil penalties to the District in the amount of \$46,000.00, comprising \$1,000.00 for each FOG violation referenced above, in satisfaction of these FOG violations.

2. Pursuant to Article VI, Section 5 of SWCO, Belmont Sausage shall reimburse the District of the District's costs incurred in these proceedings for court reporter costs and hearing officer fees, not to exceed a total amount of \$3,000.00.

3. Belmont Sausage shall also pay to the District all outstanding SWCO and User Charge balances unrelated to these proceedings, including a User Charge balance in the amount \$275.82 for the 2021 reporting year and \$1,000.00 for a Late Filing Fee.

4. Payment of the above amounts shall be made no later than five (5) business days of the date that the District's Board of Commissioners ("Board") approves this Agreed Order.

Payment can be submitted by one of the following methods:

- a) Via paper checks mailed to:

MWRD
PO Box 95089
Chicago, IL 60694-5089

- b) Online through the following link:

<https://mwrld.org/form/user-charge-payment?fnm=&lnm=&email=&dtl=>

- c) Direct ACH

Bank Name: [REDACTED]
ABA Routing #: [REDACTED]
Account Title: [REDACTED]
Account Subtitle: [REDACTED]
Account #: [REDACTED]

B. Compliance Schedule

5. Belmont Sausage shall exercise all due diligence and refrain from any undue delay in obtaining the required permits and connection authorization for construction of the Lift Station.

The anticipated schedule for obtaining permits and a connection authorization is:

- a) Permits from Elk Grove Village by July 15, 2022
b) Connection authorization from the District by July 15, 2022

Belmont Sausage shall notify the District in the event obtaining permits from Elk Grove Village is unduly delayed.

6. Belmont Sausage shall complete construction, and commence operation, of the Lift Station no later than 45 days after the required permits and connection authorization have been issued. In the event construction cannot be completed within such time frame through no fault of

its own, including delays in procuring the design and materials for the Lift Station, Belmont Sausage shall notify the District of the delay prior to this scheduled deadline, and shall subsequently exercise all due diligence in completing such construction.

7. Until such time as the Lift Station becomes operational wherein process wastewater serviced by Trap 2A gets diverted to Trap 5A, Belmont Sausage shall sample and test its process wastewater in accordance with SWCO standards and frequency, and submit the samples/results to the District for review. Nothing in this Paragraph shall limit or restrict in any way the District's right to sample and test the Facility's process wastewater consistent with SWCO.

8. Should the Lift Station or Trap 5A become temporarily out of service after the Lift Station's construction, including for scheduled maintenance or any other reason, Belmont Sausage shall exercise all due diligence in getting both back online so that any disruption to pretreatment or grease trapping activities is minimized to the greatest extent possible. Prior to any scheduled maintenance, or disruption of use, of the Lift Station or Trap 5A, Belmont Sausage shall contact Supervising Environmental Specialist Greg Yarnik at yarnikg@mwr.org, (312) 751-3050, to discuss discharges of the Facility's process wastewater while either is out of operation.

9. Belmont Sausage shall regularly clean Traps 1A, 2A and 5A to ensure that each is functioning properly at all times, and shall keep a log of each such cleaning available for inspection by MWRD's Industrial Waste Division ("IWD"). During periods when the Lift Station is not yet operational or temporarily out of service, regular cleaning of these Traps shall be a frequency of not less than every two (2) weeks.

10. Should the analytical results of sampling and testing performed prior to the operation of the Lift Station, or while the Lift Station or Trap 5A is temporarily out of service, show that the Facility's discharge of process wastewater into a sewerage system tributary to

District's water reclamation facilities exceeds the concentration limits of SWCO and the DA pertaining to FOG of 250 mg/L, Belmont Sausage shall promptly pay to the District a Noncompliance Enforcement Charge in the amount of \$2,486.00 (Cease & Desist Order, Single-sample Significant Noncompliance) and a civil penalty in the amount of \$1,000.00 for each day that sampling indicates a FOG violation. For purposes of this Paragraph, promptly means no later than 30 days after the date of issuance of each such C&D.

11. Belmont Sausage shall provide IWD staff with access to the Facility upon request during regular business hours for purposes of inspecting the Facility's process wastewater, Traps and pretreatment facilities.

C. Execution and Entry of Agreed Order

12. This Agreed Order shall become effective only when executed by all Parties hereto and signed by Hearing Officer Agustin, then approved by the Board at one of its regularly scheduled public meetings. This Agreed Order may be executed by the Parties in one or more counterparts, all of which taken together shall constitute the same instrument. The undersigned representatives for each of the Parties certify that they are fully authorized by the party whom they represent to enter into the terms and conditions of this Agreed Order and to legally bind them to it.

D. Board Review and Approval of Agreed Order

13. This case is dismissed with prejudice, subject to the terms and conditions of this Agreed Order and approval by the District's Board of Commissioners ("Board").

14. In the event the Board does not approve this Agreed Order, the District shall promptly file a motion to reinstate its Show Cause Complaint, which shall include new dates agreed to by the Parties for exchanging exhibits and witness lists and the Formal User Charge

Hearing. Upon reinstatement and approval of such new dates by Hearing Officer Agustin, the District shall promptly file and serve a Notice of Formal User Charge Hearing specifying the new date for the hearing. Nothing in this Agreed Order shall constitute an admission or statement against interest by either Party in the event the Board does not approve this Agreed Order.

15. In the event the Board approves the Agreed Order, it will automatically become a binding and enforceable order, with Hearing Officer Agustin, or his successor, retaining jurisdiction of this matter to consider any motion by any party for the purposes of enforcing the terms of this Agreed Order.

E. Reinstatement after Board Approval of Agreed Order

16. Within three (3) years of the date of Board approval of the Agreed Order, the District shall have leave to reinstate this case in these proceedings upon filing a motion with proper notice to Belmont Sausage to: a) enforce the terms and conditions of the Agreed Order; b) obtain civil penalties for each FOG violation occurring after the date of Board approval to be assessed at the level of \$2,000.00 per day of violation with each day's continuation of such violation or failure to abide by the terms of SWCO constituting a separate offense; and c) revoke Belmont Sausage's DA subject to the standards contained in SWCO and the Rules Governing the Proceedings, Assessment of Civil Penalties, and Issuance of Orders under SWCO. The District acknowledges that FOG violations occurring before the Lift Station becomes operational or while it is temporarily out of service will not be grounds for reinstatement provided Belmont Sausage fully complies with the provisions of Paragraphs II B(8) thru B(10) above.

F. Notice and Submittals

17. Belmont Sausage agrees that notice of any subsequent proceeding to enforce this Agreed Order may be made by First Class U.S. Mail and email to the designated representatives identified below, and waives any requirement of service of process.

18. Except for payments, the submittal of any notice or other documentation required under this Agreed Order shall be delivered to the following designated representatives by First Class U.S. Mail and email:

As to the District:

Christopher M. Murray
Head Assistant Attorney
Metropolitan Water Reclamation District of Greater Chicago
100 East Erie Street, 3rd Floor
Chicago, IL 60611
Murrayc@mwr.org

As to Belmont Sausage:

David Cutler
Cutler & Associates, Ltd.
4131 Main St.
Skokie, IL 60076
david@cutlerltd.com


WHEREFORE, the Parties, by their undersigned representatives, enter into this Agreed Order of Settlement and submit it to Hearing Officer Agustin so that it may be signed by him, then submitted to the District's Board of Commissioners for approval.

AGREED:

FOR COMPLAINANT:

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic.

By: _____


Susan T. Morakalis, General Counsel

DATE: _____

May 20, 2022

FOR RESPONDENT:

BELMONT SAUSAGE COMPANY, an Illinois corporation

By: _____




Their: _____

Attorney

DATE: _____

5/20/2022

ENTERED:


Frederick E. Agustin, Hearing Officer

DATE: _____

5/25/22

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