

**BEFORE THE BOARD OF COMMISSIONERS OF THE  
METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**

**METROPOLITAN WATER RECLAMATION )  
DISTRICT OF GREATER CHICAGO, )  
Complainant, ) Case No. 22B-003  
v. ) Show Cause Proceedings Under  
ELECTRONIC PLATING CO., ) Sewage & Waste Control Ordinance  
Respondent. ) Hearing Officer Lesley D. Gool**

**AMENDED AGREED ORDER OF SETTLEMENT**

This matter comes before the assigned Hearing Officer Lesley D. Gool on Complainant Metropolitan Water Reclamation District of Greater Chicago's ("District") Motion to Reinstate Case to Enter Amended Agreed Order of Settlement entered in these proceedings on April 12, 2023 ("Agreed Order"), with attorney Christopher Murray appearing for the District and attorney William Anaya appearing for Respondent Electronic Plating Co. ("Electronic Plating") (collectively, the "Parties"), due notice having been given and Hearing Officer Lesley D. Gool being fully advised in the premises.

**IT IS HEREBY ORDERED:**

1. The District's Motion to Reinstate Case to Enter Amended Agreed Order of Settlement is granted, with no objection from Electronic Plating.
2. Electronic Plating admits that it has violated Paragraphs II(B)(3)-(4) of the Agreed Order by discharging process wastewater from its facility located at 1821 South 54<sup>th</sup> Avenue in Cicero, Illinois ("Facility") to a sewer tributary to the District's facilities and under the District's jurisdiction ("Local Sewer") without a Discharge Authorization ("DA") from the District, including on the following dates when the Facility's wastewater exceeded the Sewage and Waste

Control Ordinance's ("SWCO") pollutant concentration limits, hereinafter referred to as "SWCO Limits":<sup>1</sup>

- a) April 28, 2023, exceedance of the daily maximum limit for Zinc (2.85 mg/L exceeding the 2.59 mg/L daily max limit)
- b) May 18, 2023, exceedance of the anytime and daily maximum limits for Cadmium (4.801 mg/L exceeding the 2.0 mg/L anytime max limit and 0.11 mg/L daily max limit) and daily maximum limit for Zinc (7.34 mg/L exceeding the 2.59 mg/L daily max limit)
- c) May 19, 2023, exceedance of the anytime and daily maximum limits for Cadmium (10.787 mg/L exceeding the 2.0 mg/L anytime max limit and 0.11 mg/L daily max limit) and Zinc (25.06 mg/L exceeding the 15.0 mg/L anytime max limit and 2.59 mg/L daily max limit)
- d) May 22, 2023, exceedance of the daily maximum limit for Cadmium (0.118 mg/L exceeding the 0.11 mg/L daily max limit)
- e) May 26, 2023, exceedance of the daily maximum limit for Cadmium (0.132 mg/L exceeding the 0.11 mg/L daily max limit)
- f) June 14, 2023, exceedance of the daily maximum limit for Zinc (11.78 mg/L exceeding the 2.59 mg/L daily max limit)
- g) June 15, 2023, exceedance of the anytime and daily maximum limits for Zinc (37 mg/L exceeding the 15.0 mg/L anytime max limit and 2.59 mg/L daily max limit)
- h) June 16, 2023, exceedance of the daily maximum limit for Zinc (12.99 mg/L exceeding the 2.59 mg/L daily max limit)
- i) June 20, 2023, exceedance of the daily maximum limit for Cadmium (0.151 mg/L exceeding the 0.11 mg/L daily max limit) and anytime and daily maximum limits for Zinc (27.42 mg/L exceeding the 15.0 mg/L anytime max limit and 2.59 mg/L daily max limit)
- j) June 21, 2023, exceedance of the daily maximum limit for Cadmium (0.239 mg/L exceeding the 0.11 mg/L daily max limit) and anytime and daily

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<sup>1</sup> SWCO Limits consist of local limits enforced pursuant to Appendix B, Section 1 of SWCO and federal categorical limits enforced under Appendix C, Article III, Sections 1 (Categorical Standards) and 2 (Compliance Determination) of SWCO. They include anytime, daily and monthly maximum limits.

maximum limits for Zinc (46.56 mg/L exceeding the 15.0 mg/L anytime max limit and 2.59 mg/L daily max limit)

- k) June 23, 2023, exceedance of the anytime and daily maximum limits for Cadmium (96.877 mg/L exceeding the 2.0 mg/L anytime max limit and 0.11 mg/L daily max limit), daily maximum limit for Chromium (11.695 mg/L exceeding the 2.75 mg/L daily max limit) and anytime and daily maximum limits for Zinc (88.87 mg/L exceeding the 15.0 mg/L anytime max limit and 2.59 mg/L daily max limit)
- l) October 16, 2023, exceedance of the daily maximum limit for Cadmium (0.195 mg/L exceeding the 0.11 mg/L daily max limit)
- m) November 17, 2023, exceedance of the daily maximum limit for Cadmium (0.161 mg/L exceeding the 0.11 mg/L daily max limit)
- n) January 24, 2024, exceedance of the daily maximum limits for Cadmium (0.19 mg/L exceeding the 0.11 mg/L daily max limit) and Zinc (3.24 mg/L exceeding the 2.59 mg/L daily max limit)
- o) February 5, 2024, exceedance of the daily maximum limit for Zinc (2.85 mg/L exceeding the 2.59 mg/L daily max limit)
- p) February 16, 2024, exceedance of the daily maximum limit for Cadmium (0.161 mg/L exceeding the 0.11 mg/L daily max limit)
- q) March 25, 2024, exceedance of the daily maximum limit for Cadmium (0.35 mg/L exceeding the 0.11 mg/L daily max limit)
- r) March 26, 2024, exceedance of the daily maximum limit for Cadmium (0.137 mg/L exceeding the 0.11 mg/L daily max limit)
- s) April 1, 2024, exceedance of the daily maximum limit for Cadmium (0.288 mg/L exceeding the 0.11 mg/L daily max limit)
- t) April 16, 2024, exceedance of the daily maximum limit for Cadmium (0.114 mg/L exceeding the 0.11 mg/L daily max limit), daily maximum limit for Nickel (6.501 mg/L exceeding the 3.94 mg/L daily max limit), and anytime and daily maximum limits for Zinc (47.84 mg/L exceeding the 15.0 mg/L anytime max limit and 2.59 mg/L daily max limit)
- u) May 2, 2024, exceedance of the daily maximum limit for Zinc (8.49 mg/L exceeding the 2.59 mg/L daily max limit)
- v) May 3, 2024, exceedance of the daily maximum limit for Zinc (4.22 mg/L exceeding the 2.59 mg/L daily max limit)

- w) May 16, 2024, exceedance of the anytime and daily maximum limits for Zinc (47.18 mg/L exceeding the 15.0 mg/L anytime max limit and 2.59 mg/L daily max limit)
- x) May 21, 2024, exceedance of the anytime and daily maximum limits for Zinc (67.18 mg/L exceeding the 15.0 mg/L anytime max limit and 2.59 mg/L daily max limit)
- y) May 28, 2024, exceedance of the daily maximum limit for Zinc (10.53 mg/L exceeding the 2.59 mg/L daily max limit)
- z) May 29, 2024, exceedance of the daily maximum limit for Zinc (4.64 mg/L exceeding the 2.59 mg/L daily max limit)
- aa) June 5, 2024, exceedance of the anytime and daily maximum limits for Zinc (62.39 mg/L exceeding the 15.0 mg/L anytime max limit and 2.59 mg/L daily max limit)

3. Electronic Plating agrees and is hereby ordered to pay the District additional civil penalties in the amount of \$54,000.00 in satisfaction of all violations to date of the Agreed Order. Said amount constitutes \$2,000.00 per day of Facility discharges that exceeded SWCO Limits. Payment shall be made in twelve (12) monthly installments of \$4,500.00, with the first installment due on the first day of the month following the date that the District's Board of Commissioners ("Board") approves this Amended Agreed Order of Settlement, and each subsequent installment due on the first day of each month thereafter.

4. On October 30, 2024, in response to the District's written demand, Electronic Plating performed capping of the Facility's process wastewater lines.

5. The Facility's process wastewater lines shall remain capped in this same manner until such time as Electronic Plating is eligible to apply for a new DA as provided below.

6. Provided no process wastewater (as defined in Paragraph IIB(3) of the Agreed Order and includes any form of passivation and phosphating operations) is discharged from the

Facility to the Local Sewer either directly or indirectly prior to March 15, 2025<sup>2</sup> and Electronic Plating has paid all then-outstanding amounts that it owes the District pursuant to SWCO, this Amended Agreed Order of Settlement, and the District's User Charge Ordinance ("UCO"), Electronic Plating may make a written request to the District pursuant to Appendix D of SWCO to obtain a new DA for a maximum term of 120 days, and to uncap its process wastewater lines. Subject to compliance with the above terms, the District agrees to allow such uncapping by Electronic Plating at Electronic Plating's sole expense and to issue an interim 120-day DA without unreasonable delay for the limited purpose of allowing the Parties to sample and test the Facility's process wastewater. Upon request by the District, Electronic Plating shall provide a split sample of any sample taken by Electronic Plating of the Facility's process wastewater. The 120-day DA shall be limited exclusively to discharges of properly pretreated process wastewater from the Facility's Zinc wastewater system lines ("Zinc Lines", highlighted in green in the Facility schematic attached to the Agreed Order as its "Exhibit A").

7. If, during the 120-day period, there is no exceedance of SWCO Limits, no Facility discharges of process wastewater either directly or indirectly to the Local Sewer other than from the Zinc Lines, and no other violations of SWCO committed by Electronic Plating, and provided that Electronic Plating has paid all then-outstanding amounts that it owes the District pursuant to SWCO, this Amended Agreed Order of Settlement, and UCO, Electronic Plating may make a written request to the District pursuant to Appendix D of SWCO to obtain a DA for a maximum term of one (1) year, which, if issued, will allow discharges from all of the Facility's process wastewater lines.

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<sup>2</sup> During such time that the Facility is operating without a DA, only domestic sewage, as defined in Paragraph IIB(4) of the Agreed Order, may be discharged from the Facility into the Local Sewer.

8. If, during the 1-year DA's term, there are no more than two (2) exceedances of SWCO Limits and no other violations of SWCO committed by Electronic Plating, and provided that Electronic Plating has paid all then-outstanding amounts that it owes the District pursuant to SWCO, this Amended Agreed Order of Settlement, and UCO, Electronic Plating may make another written request to the District pursuant to Appendix D of SWCO to obtain a DA for a maximum term of one (1) year, which, if issued, will allow discharges from all of the Facility's process wastewater lines.

9. Subject to the compliance and eligibility terms stated above, each DA referenced in Paragraphs 6-7 above shall remain in effect until such time as the subsequent DA is issued.

10. If, during the term of the 120-day DA, there is a single exceedance of SWCO Limits, or, during the term of each 1-year DA, there are more than two (2) such exceedances in each given year, or, if Electronic Plating fails to make timely payment of any of the monthly installments of civil penalties referenced in Paragraph 3 above, Electronic Plating shall:

- a) Re-cap its process wastewater lines at its sole expense and to the District's satisfaction within thirty (30) days of receiving written notice from the District requesting same. Electronic Plating acknowledges, and must comply with, the following orders concerning keeping the Facility's process wastewater lines capped as in their current condition or re-capping them:
  - i. The re-capping shall be performed by a licensed plumber and in the presence of District personnel, and shall prevent any Facility process wastewater flow from discharging directly or indirectly into the Local Sewer.
  - ii. Electronic Plating shall plug its sewer to prevent all Facility wastewater lines, including lines for domestic sewage, from discharging into the Local Sewer if the District establishes by a preponderance of the evidence in these proceedings that Electronic Plating has bypassed any capped or recapped process wastewater lines and directly or indirectly discharged Facility process wastewater into the Local Sewer.
  - iii. Electronic Plating waives any right to appeal, challenge, or bring suit for damages of any kind related to the capping and/or re-capping of the

Facility's process wastewater lines, or plugging of the Facility's sewer, that may be available under federal, state or local law, including under SWCO.

- iv. If the re-capping of the Facility's process wastewater lines or plugging of the sewer as provided above is not proceeding diligently, the District may take all appropriate steps to complete same and be entitled to reimbursement from Electronic Plating for all reasonable amounts spent.
- v. In the event the District commences a legal action for re-capping the Facility's process wastewater lines and/or plugging the Facility's sewer, reimbursement shall include all costs and expenses, including reasonable attorney's fees, related to obtaining a court or administrative order requiring re-capping of the lines and/or plugging of the sewer;

and

- b) Be prohibited from discharging Facility process wastewater of any kind into the Local Sewer, whether directly or indirectly. Subsequent discharge approval is subject to Electronic Plating repeating the steps contained in Paragraphs 6 through 8 above, starting with a period of six (6) months of no discharging to the Local Sewer commencing with the re-capping of its process wastewater lines. The Parties acknowledge that the jurisdictional term of this Amended Agreed Order of Settlement provided in Paragraph 15 below may need to be extended to allow Electronic Plating to successfully repeat such steps and will not object to any motion requesting such an extension.

11. In addition to any remedies provided above, Electronic Plating shall pay the District the assessed Noncompliance Enforcement Charge ("NCE") for any new Notice of Noncompliance ("NON") or Cease and Desist Order ("C&D") issued against Electronic Plating, which is currently \$2,500.00 for each newly issued NON, \$5,000.00 for each newly issued C&D (Initial), \$10,000.00 for each newly issued C&D (Recurring) and \$500.00 for each Amendment to a C&D (also known as an Enforcement Action) under SWCO. For each day specified in the NON, C&D or Amended C&D indicating an exceedance of SWCO Limits, Electronic Plating shall also pay a civil penalty in the amount of \$2,000.00 ("Per Diem"). Payment of the NCEs and Per Diems shall be made no

later than fourteen (14) calendar days after service by the District of the NON, C&D or Amended C&D.

12. Electronic Plating shall have leave to file a motion in this case to contest any sampling and testing data from the District that form the basis of any exceedance of SWCO Limits and result in the imposition of any NCE and/or civil penalty assessed by the District against Electronic Plating as referenced in Paragraph 11 above. There is a rebuttable presumption that such data is valid and accurately reflect the effluent violation detected. No legal challenge of any kind seeking to dispute or contest any such exceedance will be considered, and is forever waived by Electronic Plating, other than by filing such a motion to contest in these proceedings, with proper notice to the District, no later than thirty (30) calendar days of Electronic Plating's receipt of written notice of the exceedance from the District, whether by issuance of a NON, C&D, Amended C&D, or other written notice from the District.

13. Except as provided in Paragraph 12 above, Electronic Plating waives all rights to appeal or otherwise legally challenge in any legal jurisdiction: a) the issuance of a NON, C&D, or Amended C&D, and assessment of any NCE and/or civil penalty, by the District as referenced in Paragraph 11 above; and/or b) its ineligibility to apply for a new DA due to effluent violations as provided in Paragraphs 6-8 above.

14. Process wastewater prohibited under this Amended Agreed Order of Settlement from being discharged from the Facility into the Local Sewer shall be stored on-site in a sanitary manner not exceeding five (5) calendar days and must thereafter be disposed of by a licensed private sewage disposal pumping contractor, and transported to and disposed of at a sewage treatment facility permitted by the Illinois Environmental Protection Agency. Upon request by the

District, Electronic Plating shall provide all necessary documents showing compliance with these terms.

15. Hearing Officer Gool, or her successor, shall retain jurisdiction over this case, including to enforce the terms of this Amended Agreed Order of Settlement, for a period of three (3) years following the date that it is approved by the Board, and such terms shall apply to any new purchaser of the Facility or any portion thereof to the same extent that they apply to Electronic Plating. This 3-year jurisdictional period will be extended by agreement of the Parties should any motion be filed pursuant to Paragraph 12 above within this 3-year period until such time as the matter is fully resolved. Any NON, C&D, or Amended C&D issued in which the 30-day period to file a motion to contest would fall outside the 3-year jurisdictional period stated above may be disputed by filing a separate administrative action pursuant to Appendix F, Paragraph I (Noncompliance Enforcement (NCE) Activities) of SWCO.

16. In the event this case is reinstated to enforce any of these terms, or enforcement is otherwise sought by the District before any court with jurisdiction including with the Circuit Court of Cook County, Electronic Plating forever waives all rights to contest the underlying effluent violations stated in Paragraph 2 above.

17. Nothing contained in Paragraphs 10-11 above shall limit the District's right to file an action in the Circuit Court of Cook County to enjoin or remedy any violation of SWCO pursuant to Article VII (Court Proceedings), Sections 1-3 of SWCO, or to enforce the terms of this Amended Agreed Order of Settlement, including to seek civil penalties not previously sought in these proceedings of not less than \$1,000.00 nor more than \$10,000.00 for each day the violation continues.

18. Paragraph IIF(15) (Notice and Submittals) of the Agreed Order is deleted and replaced with the following paragraph:

Except for payments, service of any notice or other documentation as required or otherwise provided under the Agreed Order shall be upon the following designated representatives by First Class U.S. Mail and by email if an email address is provided below:

As to the District:

Christopher M. Murray  
Head Assistant Attorney  
Metropolitan Water Reclamation District of Greater Chicago  
100 East Erie Street, 3<sup>rd</sup> Floor  
Chicago, IL 60611  
[Murrayc@mwrd.org](mailto:Murrayc@mwrd.org)

As to Electronic Plating:

Robert Porcelli, President  
1821 South 54th Avenue  
Cicero, IL 60804

cc: William J. Anaya, Esq.  
UB Greensfelder LLP  
200 W. Madison Street, Suite 3300  
Chicago, Illinois 60606  
[WAnaya@ubglaw.com](mailto:WAnaya@ubglaw.com)

19. All provisions contained in the Agreed Order are incorporated herein, and unless expressly amended by this Amended Agreed Order of Settlement, shall remain in full force and effect.

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

**AGREED BY:**

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

By: Susan T. Morakalis  
Susan T. Morakalis, General Counsel

DATE: 2/11/25

Respondent ELECTRONIC PLATING COMPANY, an Illinois corporation

By: Robert Porcelli  
Robert Porcelli, President

DATE: 2/13/25

Approved By: William J. Anaya  
William J. Anaya, Attorney for Respondent

DATE: 2/11/25

ENTERED

Lesley D. Gool  
Lesley D. Gool, Hearing Officer

DATE: 2/13/2025

**MWRDGC**

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