

**SETTLEMENT AGREEMENT BY AND BETWEEN MBT TRANSPORT, INC. AND
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER
CHICAGO**

This Settlement Agreement ("Agreement") is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC") and MBT Transport, Inc. ("MBT"). Together, MWRDGC and MBT may, for convenience only, be referred to as the "Parties". The Parties hereby state and agree to the following facts, terms, and conditions:

WITNESSETH:

WHEREAS, MBT owns the property located at 7753 West 47th Street in McCook, Illinois ("Site"); and

WHEREAS, on July 9, 2010, MWRDGC issued MBT a Sewerage System Permit No. 10-126 for development on the Site; and

WHEREAS, Sewerage System Permit No. 10-126 required MBT to provide and maintain a stormwater runoff detention facility that was sized based on the composition of the Site; and

WHEREAS, Sewerage System Permit No. 10-126 required MBT to obtain written permission to modify, adjust, relocate, or abandon the detention facility; and

WHEREAS, MWRDGC alleges that MBT undertook "Development" as defined in MWRDGC's Watershed Management Ordinance ("WMO") ("Development") by replacing gravel with impervious concrete over an area of the Site consisting of more than 0.5 acre and by modifying the detention facility required by Sewerage System Permit NO. 10-126 sometime after May 1, 2014; and

WHEREAS, MWRDGC alleges that the Development also extended beyond the southern boundary of the Site and MBT's conduct had an indirect wetland impact as defined by the WMO; and

WHEREAS, MWRDGC alleges the WMO required MBT to: (1) obtain a WMO permit for the Development, including the filling of the previously permitted detention facility and the off-property wetland impacts; (2) provide runoff control, volume control, stormwater detention, erosion and sediment controls; and (3) restore or remediate the wetland impacts; and

WHEREAS, MBT's alleged failure to take the above-mentioned actions constituted alleged violations of the WMO; and

WHEREAS, on September 19, 2019, MWRDGC filed a Show Cause Complaint based on those violations and requested the imposition of up to \$1,000 per day in civil penalties pursuant to Section 1204.8 of the WMO; and

WHEREAS, following a Pre-Hearing Conference, the Parties participated in negotiations to settle the show cause proceeding; and

WHEREAS, MBT has applied for and received WMO permit number 19-490 from MWRDGC to allow the alleged violations to be brought into compliance; and

WHEREAS, the Parties agree that the most equitable and effective manner to resolve the violations asserted in the Show Cause Complaint against MBT is to execute this Agreement in full and complete settlement of such dispute; and

NOW THEREFORE, in consideration of the mutual relinquishment of their respective legal rights with reference to the above-noted matters, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by both Parties, MBT and MWRDGC hereby agree as follows:

1. MBT agrees to pay, within 30 days after approval of this Agreement by MWRDGC's Board of Commissioners ("Board"), \$10,740.00 in full and complete settlement of the civil penalties sought in the Show Cause Complaint, subject to the terms of this Agreement.
2. On or before April 30, 2027, MBT agrees to complete construction of the necessary stormwater facilities and remediation specified in its WMO permit.
3. MWRDGC, by and through its Engineering Department's Local Sewers Section may approve reasonable requests for extension of the deadline in paragraph 2 where MBT has made good faith efforts to comply with that deadline.
4. If MBT fails to meet the deadline specified in paragraph 2, or any extended deadline granted by MWRDGC under paragraph 3, MBT agrees that MWRDGC may reopen its enforcement and seek civil penalties for the violations over and above those agreed upon in Paragraph 1 of this Agreement and that this ability to refile this Action shall be in addition to and shall not constitute a waiver of any other remedies or abilities of the MWRDGC to obtain compliance with the WMO or this Agreement.

5. Upon approval by MWRDGC's Board and execution by the Parties, the Agreement will become the Board's Order under Section 1204.6 of the WMO and become binding and enforceable.

6. Subject to approval by the Board as provided in paragraph 5, the undersigned warrant that they are authorized to enter into this Agreement and declare and represent that this Agreement contains the entire agreement of the Parties as to the violations asserted in the Show Cause Complaint.

7. No representations, warranties, undertakings, or promises, whether oral, implied, or otherwise can be made or have been made by either Party to the Agreement unless expressly stated herein or unless mutually agreed to in writing by the Parties. All amendments, supplements, or riders hereto, if any, must be in writing and executed by both Parties.

8. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. Nothing in this Agreement shall be deemed or construed to be (a) an admission of the truth or falsity of any claims heretofore made, or (b) an acknowledgment or admission by MBT of any fault or liability whatsoever to MWRDGC or to any third party.

9. Upon completion of MBT's obligations under this Agreement, all liability under the Complaint shall be fully resolved. This paragraph does not release, waive, discharge, or limit either Party's rights to enforce the terms of this Agreement.

10. If any provision contained in the Agreement is found to be invalid or otherwise unenforceable by a court of law, the remaining provisions of the Agreement remain valid and enforceable.

11. This Agreement is binding on the Parties' successors and assigns.

12. This Agreement may be executed in multiple counterparts, including electronically utilizing DocuSign or similar technology, each of which will be deemed to be an original for all purposes.

13. MBT agrees that notice of any subsequent proceeding to enforce this Agreement 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.

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

a. As to MWRDGC:
Susan T. Morakalis
General Counsel
Metropolitan Water Reclamation District of Greater Chicago
100 East Erie Street, 3rd Floor
Chicago, IL 60611
MorakalisS@mwrld.org

b. As to MBT:
Eva Sokol
7753 West 47th Street
McCook, IL 60525
eva@mbttransport.com

and

Kenneth Anspach, Esq.
Anspach Law Office
77 West Washington Street, Ste. 1420
Chicago, Illinois 60602
ken@anspachlawoffice.com

[REMAINDER OF PAGE INTENTIONALLY BLANK]

METROPOLITAN WATER
RECLAMATION DISTRICT OF
GREATER CHICAGO

MBT TRANSPORT, INC.

By: _____
Susan T. Morakalis

By: _____

Title: General Counsel

Title: _____

Date: _____

Date: _____

ENTERED:


Ed Mullen
Hearing Officer

Date: 10-6-25