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ILLINOIS 60047 - (847) 438-5500

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LAKE COUNTY, IL
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TITLE OF DOCUMENT BEING RECORDED: RESOLUTION 8-18-03-1

I, Phyllis Scheu, Village Clerk of the Village of Hawthorn Woods, Lake County, Illinois DO HEREBY CERTIFY that as such Village Clerk I am the keeper of the records, ordinances, resolutions, minutes, entries, orders, books, papers, and seal to the said Village.

I DO FURTHER CERTIFY that the above and foregoing is a true and correct copy of

RESOLUTION NO. 8-18-03-1

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT FOR SANITARY SEWER SERVICE BETWEEN THE VILLAGE OF LAKE
ZURICH AND THE VILLAGE OF HAWTHORN WOODS**

and that the original of said document remains on file in my office and is in full force and effect.

WITNESS MY HAND AND THE CORPORATE SEAL OF SAID VILLAGE, THIS 20TH DAY OF
AUGUST, 2003.

Phyllis Scheu

Phyllis Scheu, Village Clerk
Village of Hawthorn Woods
Lake County, Illinois 60047

**AFTER RECORDATION, PLEASE FORWARD TWO COPIES OF THE DOCUMENT THAT WAS PREPARED BY THE
VILLAGE OF HAWTHORN WOODS AND RETURN WITH THE RECORDED NUMBER ON EACH PAGE TO THE
FOLLOWING:**

**THE VILLAGE OF HAWTHORN WOODS
2 LAGOON DRIVE
HAWTHORN WOODS, ILLINOIS 60047**



RESOLUTION NO. 8-18-03-1

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT FOR SANITARY SEWER SERVICE BETWEEN THE VILLAGE OF LAKE ZURICH AND THE VILLAGE OF HAWTHORN WOODS

BE IT RESOLVED by the President and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the President and Village Clerk be, and the same are, hereby authorized and directed to execute that certain Intergovernmental Agreement for Sanitary Sewer Service Between the Village of Lake Zurich and the Village of Hawthorn Woods, in substantially the form attached hereto as Exhibit "A", with such changes as may be approved by the Village Attorney.

The foregoing Resolution was adopted by a roll call vote as follows:

AYES: Silvers, Gelske, Wright, Weick

NAYS: 0

ABSENT AND NOT VOTING: Russ, Lynch

APPROVED: Keith L. Hunt
Keith L. Hunt, Village President

ATTEST: Phyllis Scheu
Phyllis Scheu, Village Clerk

ADOPTED: August 18, 2003

APPROVED: August 18, 2003

Execution Copy August 4, 2003

RECEIVED AUG 27 2003

**INTERGOVERNMENTAL AGREEMENT
FOR SANITARY SEWER SERVICE
BETWEEN THE VILLAGE OF LAKE ZURICH
AND THE VILLAGE OF HAWTHORN WOODS**

**INTERGOVERNMENTAL AGREEMENT
FOR SANITARY SEWER SERVICE
BETWEEN THE VILLAGE OF LAKE ZURICH
AND THE VILLAGE OF HAWTHORN WOODS**

THIS INTERGOVERNMENTAL AGREEMENT, dated as of this 4th day of August 2003, and made and entered into by and between the VILLAGE OF LAKE ZURICH, an Illinois municipal corporation organized and existing under the Illinois Municipal Code, 65 ILCS 5/1-1 *et seq.*, ("Lake Zurich") and the VILLAGE OF HAWTHORN WOODS, an Illinois municipal corporation organized and existing under the Illinois Municipal Code, 65 ILCS 5/1-1 *et seq.*, ("Hawthorn Woods");

WITNESSETH:

WHEREAS, pursuant to Section 11-141-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-141-1 *et seq.*, and other applicable statutory authority, Lake Zurich owns and operates a system of sanitary sewers that provides sanitary sewer service in Lake Zurich, which system connects to a sewage treatment facility owned and operated by the County of Lake; and

WHEREAS, Hawthorn Woods shares a common boundary with Lake Zurich; and

WHEREAS, Hawthorn Woods does not own or operate a sanitary sewer system, and property within Hawthorn Woods is not currently served by a sewer system; and

WHEREAS, Hawthorn Woods desires to connect to Lake Zurich's sanitary sewer system to serve selected, limited areas within Hawthorn Woods with sanitary sewer service, subject to the terms of this Agreement; and

WHEREAS, Lake Zurich has a limited amount of excess capacity in its sanitary sewer system and is willing to reserve some of such excess capacity for the use of Hawthorn Woods subject to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and pursuant to the authority conferred on the parties pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*, Article VII, Section 10 of the Illinois Constitution, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and all other applicable authority, Lake Zurich and Hawthorn Woods hereby agree as follows:

ARTICLE I: RECITALS

The foregoing recitals are, by this reference, fully incorporated into and made a part of this Agreement.

ARTICLE II: DEFINITIONS

2.1 Administrative Reservation Fee. A fee, in the amount of \$306,000, that Hawthorn Woods is required to pay to Lake Zurich pursuant to Section 5.2 of this Agreement to reserve the Reserved Capacity. The Administrative Reservation Fee is calculated as follows: $\$120/\text{P.E.} \times (3,000 \text{ P.E.} - 450 \text{ P.E.})$ (estimated to be the P.E. to be served on the School Property).

2.2 Advance User Fee. A fee, in the initial amount of \$50,000, that Hawthorn Woods is required to pay to Lake Zurich pursuant to Section 5.4B of this Agreement. The initial amount of the fee may be paid in increments as a Customer connects to the Hawthorn Woods Facilities; provided, however, that each such incremental payment shall be not less than (a) a percentage of \$50,000 equal to the percentage of that Customer's P.E. usage of 2,560 P.E. or (b) \$2,500, whichever is greater. At Lake Zurich's option, the Advance User Fee may be increased to equal the product of the total Sewer User Fees charged by it to Hawthorn Woods during the month before such increase multiplied by two. The initial amount of the Advance User Fee is the Parties' estimate of Sewer User Fees when approximately 10% of the Reserved Capacity will be used multiplied by two. In contrast to the incremental payment of the initial amount of the Advance User Fee, any increase in the Advance User Fee shall be paid in full by Hawthorn Woods at the time it is determined by Lake Zurich.

2.3 Boundary Agreement. The intergovernmental boundary agreement dated May 6, 1998, entered into between Lake Zurich and Hawthorn Woods, as amended from time to time.

2.4 Connection. Each point at which the sewer facilities of a Customer are connected to the Hawthorn Woods Facilities, which, in turn, are connected to the Lake Zurich Sewer System.

2.5 Connection Charges. The charges to be paid by Hawthorn Woods for Connections by Customers to the Hawthorn Woods Facilities pursuant to Section 5.3 of this Agreement. The Connection Charges shall be established by the Lake Zurich Sewer Regulations and may be amended from time to time.

2.6 County. The County of Lake, Illinois.

2.7 Customer. Any dwelling, business, office, or other building, facility, or entity located within a Service Area that discharges Sewage, either directly or indirectly, into the Hawthorn Woods Facilities. The School District is not a Customer under this Agreement.

2.8 East Service Area. The Service Area identified by the number 6 in Exhibit B attached to this Agreement.

2.9 Effective Date. August 4, 2003.

2.10 Force Majeure. Orders of the United States, State of Illinois, or other civil or military authority, changes in applicable law, strikes, lock-outs, acts of God, inability to obtain labor or materials if such inability is the result of matters beyond the control of the party responsible for obtaining such labor and materials, enemy action, unavoidable casualty, or other similar events or circumstances.

2.11 Hawthorn Woods Facilities. All sanitary sewers, connection facilities, and related facilities, as well as associated lands, easements, and rights-of-way, constructed, acquired, or used pursuant to this Agreement that are necessary or convenient to collect Sewage from individual Customers located within the Service Areas and to deliver such Sewage to the Lake Zurich Sewer System in accordance with this Agreement, with applicable laws, ordinances, and regulations, and with sound engineering practices.

2.12 Hawthorn Woods Jurisdictional Area. The area located on Hawthorn Woods' side of the "JURISDICTIONAL BOUNDARY LINE" depicted in Exhibit A to the Boundary Agreement, as it may be amended from time to time.

2.13 Industrial Waste. Liquid and water-carried waste discharged, permitted to flow, or escaping from industrial, manufacturing, or production processes, or from the development, recovery, or processing of any natural resource, including without limitation any waste from any dry cleaning establishment.

2.14 Infiltration and Inflow. Water that enters a sanitary sewer from the surrounding soil or through an illegal or impermissible connection to a sanitary sewer.

2.15 Lake Zurich Jurisdictional Area. The area located on Lake Zurich's side of the "JURISDICTIONAL BOUNDARY LINE" depicted in Exhibit A to the Boundary Agreement, as it may be amended from time to time.

2.16 Lake Zurich Sewer Regulations. The generally applicable regulations within the Lake Zurich Municipal Code and other Lake Zurich ordinances and requirements governing (a) the construction and maintenance of the Lake Zurich Sewer System, (b) connections to the Lake Zurich Sewer System, (c) the collection, transport, and treatment of Sewage within or from Lake Zurich, and (d) fees and charges associated with all of the same, together with all such amendments thereto as have been or may be enacted from time to time.

2.17 Lake Zurich Sewer System. The system of sanitary sewers, lift stations, connection facilities, and related facilities, as well as associated land, easements, and rights-of-way, that Lake Zurich owns or operates for the purpose of, or related to, transporting sewage to the Treatment Plant.

2.18 Population Equivalent ("P.E."). The calculated population that would normally produce 100 gallons of Sanitary Sewage per day containing 0.17 pounds of biological oxygen demand and 0.20 pounds of suspended solids.

2.19 Prohibited Zoning District. The P-1 Planned Industrial District pursuant to the Hawthorn Woods Zoning Ordinance, as it exists as of the Effective Date and as it, or any other similar district, may be amended or created in the future.

2.20 Reserved Capacity. Sewer Service sufficient to serve 3,000 P.E. less the amount of Sewer Service actually used to serve school uses on the School Property. The amount of Sewer Service used to serve school uses on the School Property may fluctuate from time to time, but is estimated by the parties to be the amount sufficient to serve 450 P.E.

2.21 School District. Lake Zurich Community Unit School District No. 95.

2.22 School Property. That certain property owned by the School District, generally depicted and legally described in Exhibit A.

2.23 Service Areas. The limited, defined parcels of property within Hawthorn Woods that may be improved with Customers that will be allowed to connect to the Hawthorn Woods Facilities in order to receive Sewer Service from Lake Zurich. The Service Areas are depicted and described in Exhibit B attached to this Agreement and shall include only parcels 1, 2, 3, 4, 5, 6, 7, 11, 12, 13, and 14.

2.24 Sewage. Sanitary wastewater, but not including Industrial Waste, any sanitary wastewater from any "Prohibited Source," as that term is defined in any applicable law, or any hazardous materials.

2.25 Sewer Service. The collection and transport of Sewage by Lake Zurich.

2.26 Sewer User Fees. The fees to be charged by Lake Zurich for the collection and transport of Sewage pursuant to Section 5.4 of this Agreement. The Sewer User Fees shall be established by the Lake Zurich Sewer Regulations and may be amended from time to time.

2.27 Treatment Plant. The Des Plaines Sewage Treatment Plant, owned and operated by the County, to which, as of the Effective Date of this Agreement, the Lake Zurich Sewer System is tributary.

ARTICLE III: SERVICE

3.1 Lake Zurich Agreement to Provide Limited Sewer Service.

A. Limited Capacity. Subject to all terms and conditions of this Agreement and the Lake Zurich Sewer Regulations, Lake Zurich shall provide Sewer Service to Hawthorn Woods, through Connections to the

Hawthorn Woods Facilities, in the amount of the Reserved Capacity, which Sewer Service shall be provided only to Customers within the Service Areas.

- B. Research of Additional Existing Excess Capacity. Hawthorn Woods may commission, at its sole cost, flow studies and other engineering studies and analyses to determine whether excess capacity, in addition to the Reserved Capacity, exists in the Lake Zurich Sewer System. Lake Zurich shall cooperate with Hawthorn Woods' performance of such studies and analyses by providing available information about, and access for study to, the Lake Zurich Sewer System, provided that nothing herein shall be deemed to require Lake Zurich to incur any cost or expense for such cooperation. This Subsection 3.1B, and Lake Zurich's agreement to so cooperate, are not an offer by Lake Zurich to provide Hawthorn Woods with any additional excess capacity, and the determination whether to do so has not been made and shall be made solely by Lake Zurich in the sole, absolute, and unfettered legislative discretion of the Lake Zurich Board of Trustees. Without limiting the preceding sentence, Hawthorn Woods acknowledges that, even if such studies or analyses indicate that additional capacity exists in the Lake Zurich Sewer System, Lake Zurich has no obligation to consider a request by Hawthorn Woods to utilize such additional capacity and, if it does consider such a request, Lake Zurich may, in its sole, absolute, and unfettered discretion, deny such a request. Without limiting the two preceding sentences, Hawthorn Woods hereby waives any claim challenging or seeking to overturn any such denial, including without limitation any mandamus claim, any breach of contract claim, or any claim that such denial violates the implied covenant of good faith and fair dealing.
- C. Development of New Capacity. Hawthorn Woods also may commission, at its sole cost, engineering studies and analyses to determine whether new capacity can be developed in the Lake Zurich Sewer System through construction of improvements to that System. Lake Zurich shall cooperate with Hawthorn Woods' performance of such studies and analyses in the same manner as provided in Subsection 3.1B of this Agreement. This Subsection 3.1C, and Lake Zurich's agreement to so cooperate, are not an agreement by Lake Zurich to allow such improvements to the Lake Zurich Sewer System, and the determination whether and when to do so has not been made and shall be made solely by Lake Zurich in the sole, absolute, and unfettered legislative discretion of the Lake Zurich Board of Trustees. Without limiting the preceding sentence, Hawthorn Woods acknowledges that, even if such studies or analyses indicate that new capacity may be developed in the Lake Zurich Sewer System, Lake Zurich has no obligation to consider a request by Hawthorn Woods to utilize such new capacity and, if it does consider such a request, Lake

Zurich may, in its sole, absolute, and unfettered discretion, deny such a request. Without limiting the two preceding sentences, Hawthorn Woods hereby waives any claim challenging or seeking to overturn any such denial, including without limitation any mandamus claim, any breach of contract claim, or any claim that such denial violates the implied covenant of good faith and fair dealing.

- D. Minimum Service Limitation. Lake Zurich shall not be obligated to provide Sewer Service to serve in excess of 550 P.E. in the East Service Area.

3.2 Conditions on Receipt of Lake Zurich Service.

Notwithstanding any other provision of this Agreement, the right of Hawthorn Woods to receive Sewer Service from Lake Zurich, and Lake Zurich's obligation to provide Sewer Service to any of the Service Areas, shall be subject to the following limitations:

- A. The total amount of Sewage delivered to the Lake Zurich System from all Hawthorn Woods Facilities through all Connections shall not exceed the Reserved Capacity.
- B. The Sewer Service to be provided by Lake Zurich pursuant to this Agreement shall be subject to the Lake Zurich Sewer Regulations, all other applicable laws, ordinances, rules, and regulations, and the terms and conditions of this Agreement.
- C. Lake Zurich shall not be required to provide, and may stop providing, Sewer Service to any Service Area or portion thereof if Hawthorn Woods has (i) changed the zoning classification of such Service Area or portion thereof to a Prohibited Zoning District; or (ii) taken action that would permit development on such Service Area or portion thereof for a use and at the intensity permitted by a Prohibited Zoning District.

3.3 Conditions Beyond Party's Control.

Neither party shall be responsible for any failure to perform the undertakings, obligations, and commitments assumed by it pursuant to this Agreement caused by a Force Majeure.

3.4 Lake Zurich Obligations Regarding Operation and Maintenance.

Subject to the terms and conditions of this Agreement, the Lake Zurich Sewer Regulations, and all other applicable laws, Lake Zurich shall use its best efforts to operate and maintain the Lake Zurich Sewer System in accordance with its customary practices and sound engineering practices. Lake Zurich shall not be liable for any damages related to any inability to accept Sewage through any

Connection as a result of, or for any reason related to, any damage to or failure of any portion of the Lake Zurich Sewer System or of the Treatment Plant.

3.5 Hawthorn Woods' Obligations Regarding Use of Lake Zurich Sewer System.

Hawthorn Woods shall not, at any time during the term of this Agreement, unless it has utilized all of the Reserved Capacity, (a) offer, authorize, or permit any other governmental or private agency or entity to provide sewer service to the Service Areas other than Lake Zurich; (b) construct, or cause, permit, or consent to the construction of, any sanitary sewers or sanitary sewage treatment facilities (other than the Lake Zurich Sewer System and the Hawthorn Woods Facilities) to serve the Service Areas; or (c) deliver Sewage from any Service Area to any sanitary sewer or sanitary sewage treatment facility other than the Lake Zurich Sewer System without, in each such case, the prior written consent of Lake Zurich. The restrictions in this Section 3.5 shall not (x) prohibit the use of septic systems that comply with all applicable laws and regulations to serve single family dwellings within the Service Areas; or (y) be applicable at such time, if ever, that Customers in the Service Areas are utilizing all of the Reserved Capacity. In the latter event, Hawthorn Woods may seek and obtain sewer service for the Service Areas from other agencies or entities, but no sewer facilities of such agencies or entities shall be physically connected in any way to the Lake Zurich Sewer System and at no time shall such sewer service from other agencies or entities reduce Hawthorn Woods' utilization of the Lake Zurich Sewer System to any level below the full Reserved Capacity.

3.6 Other Agreements and Laws.

Except as explicitly set forth by a specific term of this Agreement, no term or provision of this Agreement shall be construed or interpreted as a limitation on, or as a waiver by Lake Zurich of, Lake Zurich's rights under any law or other agreement governing Lake Zurich's right to provide sanitary sewer service.

ARTICLE IV: CONSTRUCTION

4.1 Hawthorn Woods' Duties.

As a condition to installing any Connection and receiving any Sewer Service from Lake Zurich for any Service Area or any part thereof, Hawthorn Woods shall adopt and approve all ordinances, regulations, and agreements necessary, and take all other action necessary, to design, construct, and install the Hawthorn Woods Facilities and the additional facilities to the Lake Zurich Sewer System necessary to serve that Service Area in accordance with this Agreement, the Lake Zurich Sewer Regulations, all other requirements of law, and sound engineering practices. In fulfilling its responsibilities hereunder, Hawthorn Woods shall undertake, or cause to be undertaken, at no cost to Lake Zurich, at least the following work:

- A. Obtain engineering services from a firm experienced in the design of public sewerage systems for the design of, the preparation of plans and specifications for, and the construction of the Hawthorn Woods Facilities and the improvements and additions to the Lake Zurich Sewer System necessary or convenient to serve such Service Area; provided that such firm shall be acceptable to Lake Zurich and provided further that such designs, plans, and specifications shall be submitted to Lake Zurich for its review and approval prior to the solicitation of any bids for work; and
- B. Obtain, and convey to Lake Zurich, on terms and pursuant to documents that Lake Zurich has approved in advance, all easements, rights-of-way, licenses, and other property rights that are necessary or convenient to construct, install, operate, and maintain the improvements and additions to the Lake Zurich Sewer System necessary or convenient to serve such Service Area, provided that Hawthorn Woods shall not be obligated to acquire property by eminent domain if it has no statutory authorization to do so; and
- C. Obtain, on terms and pursuant to documents that Lake Zurich has approved in advance, all easements, rights-of-way, and licenses, and other property rights that are necessary or convenient to construct, install, operate, and maintain the portions of the Hawthorn Woods Facilities necessary or convenient to serve such Service Area, and provide Lake Zurich with evidence of each such easements, rights-of-way, licenses, and other property rights, provided that Hawthorn Woods shall not be obligated to acquire property by eminent domain if it has no statutory authorization to do so; and
- D. Negotiate, prepare, and enter into, with firms experienced in the construction and installation of public sewerage systems, all contracts necessary in connection with the construction and installation of the improvements and additions to the Lake Zurich Sewer System and the Hawthorn Woods Facilities necessary or convenient to serve such Service Area; provided that such contracts shall be submitted to Lake Zurich for its review and approval prior to the letting of such contracts; and
- E. Secure, on behalf of itself and Lake Zurich, all governmental and other permits, approvals, and authorizations that may be necessary or appropriate to construct, install, and operate the improvements and additions to the Lake Zurich Sewer System and the Hawthorn Woods Facilities necessary or convenient to serve such Service Area, provided that Lake Zurich has reviewed and approved in advance any application or request necessary for such permit, approval, or authorization; and

- F. Convey, or cause to be conveyed, to Lake Zurich all rights, title, and interests in all improvements and additions to the Lake Zurich Sewer System necessary or convenient to serve such Service Area as and when such improvements and additions have been completed in accordance with the requirements of this Agreement; and
- G. Perform all other activities necessary or convenient in connection with the design, construction, installation, and placing into service of all improvements and additions to the Lake Zurich Sewer System and the Hawthorn Woods Facilities necessary or convenient to serve such Service Area, including associated administrative activities.

Such ordinances, regulations, agreements, designs, plans, specifications, easements, rights-of-way, licenses, property rights, contracts, permits, approvals, authorizations, and applications shall provide for and require the orderly expansion of the Lake Zurich Sewer System in accordance with sound engineering practices and the Lake Zurich Service Regulations. Lake Zurich shall have the right to conduct such reviews and inspections of the work required to be performed pursuant to this Section as Lake Zurich reasonably deems necessary or appropriate to protect its interests. Whenever this Section requires the acceptance or approval of Lake Zurich, such acceptance or approval shall not be unreasonably delayed or denied. If Lake Zurich should fail to act on any written request for any such acceptance or approval within 60 days after such written request is delivered to Lake Zurich, then such request shall be deemed to have been granted as submitted on the 61st-day after such delivery. Lake Zurich shall not deny any such request for acceptance or approval except in writing setting forth the basis for such denial.

4.2 Lake Zurich's Obligations.

Subject to the other terms and conditions of this Agreement, and subject further to all of Lake Zurich's costs and expenses associated therewith being reimbursed by, or on behalf of, Hawthorn Woods, Lake Zurich shall have the following obligations:

- A. The obligation to approve, when completed in accordance with this Agreement, the Lake Zurich Sewer Regulations, all other requirements of law, and sound engineering practices, all designs, plans and specifications, contract documents, building permit applications, and all easements, rights-of-way, licenses, and other property rights, required to be prepared or supplied pursuant to Section 4.1 of this Agreement; and
- B. The obligation to execute, when completed in accordance with this Agreement, the Lake Zurich Sewer Regulations, all other requirements of law, and sound engineering practices, all permit applications required to be filed pursuant to Section 4.1 of this Agreement, if Lake Zurich's signature is required by the permitting agency; and

- C. The obligation to accept ownership of the improvements and additions to the Lake Zurich Sewer System when (1) such additions have been completed in accordance with the requirements of this Agreement and are in full compliance with this Agreement, all plans and specifications, all contract documents, and sound engineering practices and (2) all costs and expenses associated with such additions have been paid in full.

Lake Zurich shall have no obligation to condemn any property for the Hawthorn Woods Facilities or any improvements to the Lake Zurich Sewer System.

4.3 Payment of Costs.

Hawthorn Woods, as a condition to receiving Sewer Service from Lake Zurich, shall pay or cause to be paid the full costs of all Hawthorn Woods Facilities and all improvements and additions to the Lake Zurich Sewer System necessary or convenient to serve the Service Areas at issue. In addition, Hawthorn Woods shall pay all charges and fees provided in Article V of this Agreement as, and when, each such fee is due. This Section 4.3 is not intended to require Hawthorn Woods to pay for any other improvements to the Lake Zurich Sewer System.

ARTICLE V: CHARGES AND FEES

5.1 Service Conditioned on Payment.

Notwithstanding any other provision of this Agreement, Lake Zurich shall have no obligation to provide, or to continue to provide, Sewer Service to any Service Area or through any Connection unless the Administrative Reservation Fee, Connection Charges, Sewer User Fees, Advance User Fee, and all other fees required by the County, the Illinois Environmental Protection Agency, or any other regulatory agency have been paid in full.

5.2 Administrative Reservation Fee.

Immediately upon execution of this Agreement, Hawthorn Woods shall pay to Lake Zurich the Administrative Reservation Fee, which payment will reserve the Reserved Capacity to serve Customers in the Service Area. Although the calculation of the Administrative Reservation Fee is based on estimates of the Population Equivalent that is expected to use the Reserved Capacity, it is not refundable in whole or in any part regardless of whether the Customers' use of the Reserved Capacity turns out to be lower than the use estimated by the parties or for any other reason.

5.3 Connection Charges.

Immediately after a Customer, or the owner of a Customer, applies for a building permit that would provide for a Connection to the Hawthorn Woods Facilities, Hawthorn Woods shall pay to Lake Zurich the then-applicable Connection Charges that apply to users of the Lake Zurich Sewer System located outside Lake Zurich's corporate limits. No building permit shall be issued until such Connection Charge is paid in full. By way of illustration, as of the Effective Date, the Connection Charges for certain users located outside Lake Zurich's corporate limits are:

- (a) For residential Customers: \$3,200.00 per dwelling
- (b) For non-residential Customers: \$1,600 per unit + \$48,000 for each 8-inch sewer line connection.

Additional Connection Charges for different types of users or different sizes of connections are set forth in the Lake Zurich Sewer Regulations, as they may be amended from time to time. The Connection Charges are separate from and in addition to any user fees or other fees and charges imposed by the County or any other governmental agency with jurisdiction.

5.4 Sewer User Fees.

A. Payment of Sewer User Fees. Lake Zurich shall issue bills for and shall be entitled to payment of, and Hawthorn Woods shall pay to Lake Zurich, Sewer User Fees based on the volume of Sewage delivered by the Customers to the Lake Zurich Sewer System. Payments shall be made monthly. Hawthorn Woods shall pay all Sewer User Fees in full and in a proper and timely manner without regard to whether Hawthorn Woods collects any fees from Customers. Lake Zurich shall have the right to immediately discontinue Sewer Service through any or all Connections if any Sewer User Fee is not paid in a proper and timely manner; provided only, however, that Lake Zurich shall give Hawthorn Woods written notice of an overdue payment and Hawthorn Woods shall have five business days after the date of such written notice to pay the overdue Sewer User Fees in full.

B. Advance User Fee. To ensure that all Sewer User fees are paid, prior to the installation of the first Connection, Hawthorn Woods shall pay to Lake Zurich the Advance User Fee. Lake Zurich may use the Advance User Fee to pay any due and owing or past due Sewer User Fees. If any portion of the Advance User Fee is used for such purpose, or if the Advance User Fee increases, Hawthorn Woods shall pay whatever amount is necessary to Lake Zurich to ensure that the Advance User Fee is at the correct balance.

C. Level of Sewer User Fees. Sewer User Fees shall be established and amended from time to time in the Lake Zurich Sewer Regulations. As of the Effective Date, the current, as of the Effective Date, Sewer User Fees charged to

users of the Lake Zurich Sewer System that are located outside the corporate limits of Lake Zurich, and that, as of the Effective Date, will be charged to Hawthorn Woods, are identified on Exhibit C. Lake Zurich shall use its best efforts to give 30 days written notice of any proposed increase change in the Sewer User Fees that will be charged to Hawthorn Woods. The failure to give such notice, however, shall not prohibit or restrict Lake Zurich from amending the Sewer User Fees provided, however, that no increase in the Sewer User Fees shall be applied to Hawthorn Woods until 30 days after such notice is given or Hawthorn Woods has actual notice, whichever is earlier. The Sewer User Fees shall at all times be set at levels designed to assure that Lake Zurich revenues from such fees always will be sufficient, when considered in light of any other money legally available for and applied to such purposes, (1) to provide adequate and proper levels of Sewer Service; (2) to pay Lake Zurich's costs of maintenance, replacement, and operation of the Lake Zurich Sewer System; (3) to satisfy all standards for such fees established for Lake Zurich by the Illinois Environmental Protection Agency and any other State or federal government agency with jurisdiction over the Lake Zurich Sewer System, (4) to pay the principal of, and premiums and interest on, bonds secured, in whole or in part, by the revenues of the Lake Zurich Sewer System; (5) to provide a reasonable depreciation fund; and (6) to provide such other reserves and sinking funds as may be deemed necessary or desirable by Lake Zurich for the payment of such bonds and for the replacement, extension, and improvement of the Lake Zurich Sewer System. No changes to the Sewer User Fees shall be made except if such changes are applicable to other users of the Lake Zurich Sewer System that are located outside of the corporate limits of Lake Zurich. Hawthorn Woods acknowledges that it is not similarly situated to users of the Lake Zurich Sewer System located within the corporate boundaries of Lake Zurich and who pay Sewer User Fees lower than those charged to users located outside of such corporate boundaries. In the event that any metering facilities are not operational for a particular flow of Sewage, then the Sewer User Fees for that flow shall be calculated as provided in Section 5.6 of this Agreement.

D. Recapture Fees. Lake Zurich represents that, to the best of its knowledge, the properties within the Service Areas are not identified as "benefited properties" in any sanitary sewer recapture agreement to which Lake Zurich is a party, with the exception of the property known as the Hummel Parcel, and, therefore, except for the Hummel Parcel, neither Hawthorn Woods nor the owners of such properties are required to pay any recapture fee prior to connecting to and using the Hawthorn Woods Facilities. Nothing in this Agreement shall be deemed to prevent Hawthorn Woods from imposing lawful recapture or other fees against properties within Hawthorn Woods or unincorporated territory of the County, provided that Hawthorn Woods shall not impose any such fees against property located within Lake Zurich.

5.5 Inspection Fees.

Lake Zurich shall charge an inspection fee of \$75 per hour for the review and inspection of the sanitary sewer facilities of each Customer who desires to connect to

the Hawthorn Woods Facilities and for the review and inspection of the Hawthorn Woods Facilities and any additions to the Lake Zurich Sewer System. Such fee shall be paid, such review and inspection shall be conducted, and Lake Zurich's approval of said sanitary sewer facilities shall be made, prior to the installation of any Connection.

5.6 Metering.

Each Connection to the Lake Zurich Sewer System from the Hawthorn Woods Facilities shall be metered with flow meters or other metering equipment satisfactory to the Lake Zurich Director of Public Works. The fewest number of meters that is consistent with sound engineering practices shall be used. Such meters and associated equipment and facilities shall be owned and maintained in good condition by Lake Zurich. Lake Zurich shall have the right to establish and enforce reasonable requirements for the calibration, inspection, maintenance, repair, and replacement of the meters used to measure Sewage flow to the Lake Zurich System through any Connection. If, at any time, Customers are generating Sewage but the flow of such Sewage is not being measured by the meters, then it shall be conclusively presumed that, during such time, the flow of such Sewage shall be equal to 300 gallons per person per day per unit.

ARTICLE VI: OWNERSHIP AND MAINTENANCE

6.1 Lake Zurich Sewer System.

Lake Zurich shall be the sole owner of, and shall have the duty to maintain, the Lake Zurich Sewer System. After any improvement or addition to the Lake Zurich Sewer System has been conveyed to, and accepted and placed in service by, Lake Zurich, Lake Zurich shall be the sole owner of, and shall have the duty to maintain, such improvement or addition as part of the Lake Zurich Sewer System. Nothing in this Agreement shall be construed to give Hawthorn Woods, or any other person or entity except Lake Zurich, any ownership or other interest in any part of the Lake Zurich Sewer System.

6.2 Hawthorn Woods Facilities.

Hawthorn Woods shall be the sole owner of, and shall have the duty to properly maintain at all times, the Hawthorn Woods Facilities; provided, however, that the parties contemplate that they may enter into a separate written agreement pursuant to which Lake Zurich will maintain the Hawthorn Woods Facilities for consideration that would be set forth in such agreement. Lake Zurich shall have the right to inspect all or any portion of the Hawthorn Woods Facilities at any reasonable time. Hawthorn Woods shall enact, by ordinance duly adopted, and enforce a complete comprehensive set of standards to prevent Infiltration and Inflow from entering the Hawthorn Woods Facilities, which standards shall be the same as, or functionally and effectively equivalent to the Infiltration and Inflow program maintained by Lake Zurich for the Lake Zurich Sewer System. The

connection of any storm sewer, storm drain, downspout, or other storm water conveyance apparatus or facility to the Hawthorn Woods Facilities shall be strictly forbidden at all times.

ARTICLE VII: FPA AMENDMENTS

7.1 Service Within Lake Zurich FPA Only.

Lake Zurich shall provide Sewer Service to Hawthorn Woods only within Lake Zurich's FPA.

7.2 Actions Related to FPA.

To satisfy the requirement of Section 7.1 of this Agreement and to promote sound public sewer planning and the efficient and economical use of the Lake Zurich Sewer System pursuant to this Agreement:

- A. Hawthorn Woods shall file and pursue, at its sole cost, any and all applications that may be required to amend the Illinois Water Quality Management Plan for the development and use of the Lake Zurich Sewer System and the Hawthorn Woods Facilities and the provision of Sewer Service to the Service Areas, all as provided in this Agreement. Lake Zurich shall not object to or oppose any such application that complies with this Agreement.
- B. Neither Hawthorn Woods nor Lake Zurich shall file or support any application to amend the Illinois Water Quality Management Plan or the Areawide Water Quality Management Plan for Northeastern Illinois that would prevent Hawthorn Woods and Lake Zurich from providing Sewer Service to any Service Area located within Lake Zurich's FPA as of the Effective Date in the manner provided by this Agreement. For purposes of this Subsection, joint and cooperative action shall include, without limitation, filing written objections, providing staff support, and retaining such attorneys and consultants as the parties mutually agree are necessary with respect to such objections.
- C. Notwithstanding any other provision of this Article VII, Hawthorn Woods shall not file or pursue any application to amend the Illinois Water Quality Management Plan to add the East Service Area to Lake Zurich's FPA, and Lake Zurich shall not be obligated to support any such application, if the addition of the East Service Area can be accomplished only by also adding, to Lake Zurich's FPA, property in addition to the East Service Area other than right of way property.

7.3 Exceptions.

Nothing in Section 7.2 of this Agreement shall require Lake Zurich to take any action that it is prohibited from taking, or to refrain from taking any action that it is required to take, pursuant to any agreement that Lake Zurich approved by formal action of its corporate authorities prior to the Effective Date of this Agreement. Notwithstanding Subsection 7.2B of this Agreement, Lake Zurich and Hawthorn Woods, by their mutual, express written agreement, may choose not to oppose or object to a specific petition to amend the boundaries of the Lake Zurich FPA without otherwise affecting their general obligation to oppose such petitions.

ARTICLE VIII: OTHER CONTRACTS AND SERVICE

8.1 Lake Zurich Rights.

Lake Zurich shall have the right but not the obligation to contract with any other entity to provide Sewer Service outside of the Hawthorn Woods Jurisdictional Area and shall have the right to enter into such a contract with the School District to provide Sewer Services to the School District for the School Property; provided, however, that nothing in this Agreement shall be construed or applied to require Lake Zurich to provide Sewer Services to any such entity or to the School District. Any such entity, including the School District, shall not be deemed a "Customer" under this Agreement and Hawthorn Woods hereby acknowledges and agrees that it shall have no jurisdiction or authority concerning any such agreement or concerning the provision of Sewer Service from Lake Zurich to such entity or to the School District. Hawthorn Woods acknowledges and agrees that this Agreement shall constitute its express written consent under the Boundary Agreement to Lake Zurich's provision of Sewer Service to the Service Areas, including the School Property, under the Boundary Agreement. Except as provided in this Agreement, Lake Zurich shall not provide Sewer Service to any area within the Hawthorn Woods Jurisdictional Area and, further, Lake Zurich acknowledges and agrees that the determination whether any parcel within any Service Area shall be served lies in the sole and absolute discretion of Hawthorn Woods. Further, nothing in this Agreement shall be deemed to require Lake Zurich to provide Sewer Service to any property other than the Service Areas or in any amount greater than the Reserved Capacity, which service and amount shall be subject to the conditions and limitations of this Agreement.

8.2 Hawthorn Woods Acknowledgements.

Hawthorn Woods acknowledges and agrees that: (a) Lake Zurich does not act or operate as a public or private utility; (b) Lake Zurich does not act or operate in a business or proprietary capacity in providing Sewer Service to the Service Areas or to any other place; (c) Lake Zurich does not by this Agreement, or its performance pursuant to this Agreement, hold itself out as offering to, and is under no obligation to, provide Sewer Service to any tract, parcel, or area other than tracts, parcels, or areas located within the Service Areas; (iv) Lake Zurich is under no obligation to

provide Sewer Service to any area of Hawthorn Woods other than to the Service Areas, and (v) Lake Zurich is under no obligation to provide any amount of sewer service to Hawthorn Woods, whether to the Service Areas or anywhere else, in any amount greater than the Reserved Capacity.

8.3 No Third Party Beneficiaries.

Nothing in this Agreement shall create, or be construed, interpreted, or applied to create, any third party beneficiary rights or any precedent regarding where, when, how, and to whom Lake Zurich may or must provide Sewer Services.

ARTICLE IX: BOUNDARY AGREEMENT CHANGE

Prior to the installation of any Connection, and not later than 30 days after the Effective Date, Lake Zurich and Hawthorn Woods shall approve ordinances amending the Boundary Agreement in substantially the form attached hereto as Exhibit D.

ARTICLE X: LEGAL RELATIONSHIPS AND REQUIREMENTS

10.1 Exhibits.

Exhibits A through D attached to this Agreement are, by this reference, incorporated into and made a part of this Agreement.

10.2 Entire Agreement.

There are no representations, covenants, promises, or obligations not contained in this Agreement that form any part of this Agreement or on which either of the parties is relying in entering into this Agreement. This Agreement constitutes the entire agreement between the parties and supercedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

10.3 Amendments.

Except as expressly provided otherwise in this Agreement, this Agreement shall not be modified, changed, altered, or amended without the written and duly authorized consent of Lake Zurich and Hawthorn Woods.

10.4 Waivers.

No term or condition of this Agreement shall be deemed waived by either party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this

Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or a different provisions of this Agreement.

10.5 Severability.

It is the intent of Lake Zurich and Hawthorn Woods that this Agreement be construed and interpreted so as to preserve its validity and enforceability as a whole. In case of any conflict among the provisions of this Agreement, the provision that best promotes and reflects the intent of the parties shall control. If any provision of this Agreement is construed or held to be void, invalid, or unenforceable in any respect, then the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect.

10.6 Regulatory Bodies.

This Agreement shall be subject to all valid rules, regulations, and laws applicable hereto passed and promulgated by the United States of America, the State of Illinois, or any other governmental body or agency having lawful jurisdiction, or any authorized representative or agent of any of them; provided, however, that this Section 10.6 shall not be construed as waiving the right of any party to challenge the validity of any such rules, regulations, or laws on any basis, including the impairment of this Agreement. Lake Zurich reserves the right to adopt ordinances, rules, and regulations governing the design, installation, and use of the Lake Zurich System.

10.7 Successors; Assignment.

This Agreement shall be binding on, and shall inure to the benefit of the successors and permitted assigns of Lake Zurich and Hawthorn Woods. Hawthorn Woods shall not assign this Agreement in whole or in part, or any of its rights or obligations under this Agreement, without the prior express written consent of Lake Zurich, which consent may be withheld in the sole and unfettered discretion of Lake Zurich.

10.8 Term.

This Agreement shall be in full force and effect for a period of 30 years from and after the Effective Date.

10.9 Notices.

All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof when delivered in person or by express mail or messenger at the address set forth below or three business days after deposit thereof in any main or branch United States post office, certified or registered mail, return receipt requested, postage prepaid, properly addressed to the parties, respectively, as follows:

For notices and communications to Lake Zurich:

Village Administrator and
Village of Lake Zurich
70 East Main Street
Lake Zurich, Illinois 60047

Mark E. Burkland
Holland & Knight
31 South Dearborn Street, 30th Floor
Chicago, Illinois 60603

For notices and communication to Hawthorn Woods:

Village Administrator and
Village of Hawthorn Woods
2 Lagoon Drive
Hawthorn Woods, Illinois 60047

Gorski & Good
211 S. Wheaton Avenue, Suite 305
Wheaton, Illinois 60187

By notice complying with the foregoing requirements of this Section 10.9, each party shall have the right to change the addressees or addresses or both for all future notices and communications to such party, but no notice of a change of address shall be effective until actually received.

10.10 Enforcement.

A. Remedies. The parties hereto may in law or in equity enforce or compel the performance of this Agreement and shall otherwise have all remedies provided by applicable United States of America, State of Illinois, and local laws, ordinances, rules, and regulations, except that neither Hawthorn Woods nor Lake Zurich shall seek or recover monetary damages against the other or any of the other's officials, agents, representatives, attorneys, or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement. Nothing in this Section shall be construed or applied as a limitation on Hawthorn Woods' duties pursuant to Section 10.11 of this Agreement.

B. Prevailing Party Fees and Costs. Notwithstanding the aforesaid limitation on money damages, the prevailing party in any judicial or administrative proceeding brought for enforcement or breach of any provision of this Agreement shall be entitled to reimbursement from the unsuccessful party of all costs and expenses, including reasonable attorneys' fees, incurred in connection with such judicial or administrative proceeding.

10.11 Indemnification.

Hawthorn Woods hereby agrees to defend, indemnify, and hold harmless Lake Zurich from and against any and all claims, damages, losses, risks, liabilities, and expenses (including without limitation attorneys' fees and costs) arising from or related to any claim (i) by any person arising out of or related to the construction, operation, use, repair, replacement, management, or maintenance of any improvement or addition to the Lake Zurich Sewer System by Hawthorn Woods or

its agents or contractors or the construction, operation, use, repair, replacement, management, or maintenance of any portion of the Hawthorn Woods Facilities (unless such claim arises out of Lake Zurich's breach of a separate, written agreement for the maintenance of the Hawthorn Woods Facilities) and (ii) by any owner of any property outside of (in whole or in part) the corporate limits of the Village of Lake Zurich or outside of (in whole or in part) the Service Areas that Lake Zurich has a duty, which arises in whole or in part from this Agreement or the obligations and rights hereunder, to provide Sewer Service to such owner, including without limitation the expenses incurred by Lake Zurich to comply with any injunctive, declaratory, or similar relief ordered as a result of such a claim. Hawthorn Woods' duties pursuant to this Section shall include, by way of illustration but not limitation, the duty to contract at its expense to construct any new facility or any improvement or addition to the Lake Zurich Sewer System or the Hawthorn Woods Facilities that may be required or necessary as a result of any claim described in this Section.

10.12 Preparation Expenses.

Hawthorn Woods shall reimburse Lake Zurich for the attorney's fees and out-of-pocket costs incurred by Lake Zurich related to the preparation of this Agreement.

IN WITNESS WHEREOF, Lake Zurich and Hawthorn Woods, by their duly authorized officers, have set their hands and affixed their seals as of the date first set forth above.

VILLAGE OF LAKE ZURICH

By: 

James S. Krischke
Village President

VILLAGE OF HAWTHORN WOODS

By: 

Keith L. Hunt
Village President

ATTEST:

By: 

Gloria M. Palmblad
Village Clerk

ATTEST:

By: 

Phyllis Scheu
Village Clerk



EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE EAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ (EXCEPT THEREFROM THE SOUTH 970.0 FEET THEREOF) AND PART OF THE WEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A POINT ON THE WEST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 8, 39.4 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH ALONG AFORESAID WEST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 8, 1647.7 FEET TO A POINT 970 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST $\frac{1}{4}$; THENCE EAST ALONG A LINE 970.0 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 8, 895.5 FEET TO A POINT 580 FEET WEST OF THE EAST LINE OF THE WEST $\frac{1}{8}$ OF THE EAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 8; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 69 DEGREES 40 MINUTES WITH THE LAST DESCRIBED COURSE EXTENDED (MEASURED FROM EAST TO NORTH) FOR A DISTANCE OF 857.0 FEET TO A POINT IN THE CENTER OF THE PUBLIC HIGHWAY DESIGNATED AS STATE AID ROUTE 32, (PLAT OF SAID HIGHWAY BEING RECORDED UNDER DOCUMENT 524177 IN SAID COUNTY); THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID PUBLIC HIGHWAY, 1473.5 FEET TO THE POINT OF BEGINNING, LYING NORTH OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHWEST CORNER OF SAID EAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, SAID CORNER ALSO BEING A CORNER IN LAKEWOOD ESTATES OF HAWTHORN WOODS PHASE II RECORDED AS DOCUMENT NO. 2899205; THENCE SOUTH 00 DEGREES 15 MINUTES 42 SECONDS EAST ALONG THE WEST LINE OF SAID EAST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$, SAID WEST LINE ALSO BEING AN EAST LINE OF SAID LAKEWOOD ESTATES OF HAWTHORN WOODS PHASE II, 773.82 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88 DEGREES 44 MINUTES 50 SECONDS EAST, 156.86 FEET;
THENCE SOUTH 86 DEGREES 30 MINUTES 18 SECONDS EAST, 85.08 FEET;
THENCE NORTH 85 DEGREES 51 MINUTES 56 SECONDS EAST, 101.85 FEET;
THENCE SOUTH 86 DEGREES 25 MINUTES 39 SECONDS EAST, 112.34 FEET;
THENCE NORTH 86 DEGREES 53 MINUTES 40 SECONDS EAST, 84.95 FEET;
THENCE SOUTH 89 DEGREES 43 MINUTES 32 SECONDS EAST, 72.85 FEET;
THENCE NORTH 86 DEGREES 10 MINUTES 58 SECONDS EAST, 63.22 FEET;
THENCE SOUTH 77 DEGREES 15 MINUTES 31 SECONDS EAST, 39.42 FEET;
THENCE SOUTH 53 DEGREES 35 MINUTES 59 SECONDS EAST, 56.31 FEET;
THENCE SOUTH 57 DEGREES 57 MINUTES 47 SECONDS EAST, 93.17 FEET;
THENCE SOUTH 69 DEGREES 42 MINUTES 34 SECONDS EAST, 57.31 FEET;
THENCE SOUTH 89 DEGREES 52 MINUTES 35 SECONDS EAST, 59.82 FEET;
THENCE NORTH 74 DEGREES 50 MINUTES 11 SECONDS EAST, 114.83 FEET;

EXHIBIT B

DEPICTIONS OF SERVICE AREAS

[These maps will depict Parcels 1, 2, 3, 4, 5, 6, 7, 11, 12, 13, and 14 on Exhibit A titled "Sewer Service Area" prepared by Christopher Burke Engineering, dated April 24, 2003]

[Parcel 1 will be served via a sewer main in Route 12 (Old Rand Road). The remaining parcels will be served via a sewer main in Old McHenry Road.]

THENCE NORTH 68 DEGREES 09 MINUTES 21 SECONDS EAST, 134.59 FEET;
THENCE NORTH 57 DEGREES 19 MINUTES 51 SECONDS EAST, 54.00 FEET;
THENCE NORTH 82 DEGREES 04 MINUTES 01 SECONDS EAST, 85.93 FEET;
THENCE NORTH 84 DEGREES 34 MINUTES 51 SECONDS EAST, 124.04 FEET;
THENCE NORTH 88 DEGREES 11 MINUTES 20 SECONDS EAST, 65.91 FEET;
THENCE SOUTH 64 DEGREES 25 MINUTES 56 SECONDS EAST, 32.84 FEET;
THENCE NORTH 86 DEGREES 47 MINUTES 30 SECONDS EAST, 53.60 FEET;
THENCE SOUTH 89 DEGREES 51 MINUTES 34 SECONDS EAST, 201.66 FEET;
THENCE NORTH 71 DEGREES 07 MINUTES 47 SECONDS EAST, 46.15 FEET;
THENCE SOUTH 85 DEGREES 34 MINUTES 49 SECONDS EAST, 84.54 FEET;
THENCE SOUTH 64 DEGREES 14 MINUTES 14 SECONDS EAST, 77.97 FEET;
THENCE SOUTH 79 DEGREES 47 MINUTES 07 SECONDS EAST, 85.23 FEET;
THENCE NORTH 79 DEGREES 03 MINUTES 23 SECONDS EAST, 56.79 FEET;
THENCE NORTH 77 DEGREES 05 MINUTES 50 SECONDS EAST, 47.79 FEET;
THENCE NORTH 69 DEGREES 38 MINUTES 07 SECONDS EAST, 97.46 FEET TO THE
WESTERLY LINE OF SAID PUBLIC HIGHWAY; THENCE NORTH 37 DEGREES 03
MINUTES 27 SECONDS EAST, 40.00 FEET TO THE TERMINUS OF SAID LINE, IN LAKE
COUNTY, ILLINOIS.

CHAPTER 5

WATER AND SEWER SERVICE

SECTION:

- 7-5- 1: Policy; Connection Requirements
- 7-5- 2: Application For Service; Establishment Of Credit
- 7-5- 3: Special Contracts
- 7-5- 4: Construction Regulations
- 7-5- 5: Street Openings
- 7-5- 6: Water Meters
- 7-5- 7: Cross Connections
- 7-5- 7-1: Requirements And Restrictions For Specific Services
- 7-5- 8: Ownership And Maintenance Of Connection Facilities
- 7-5- 9: Water And Sewer Connection Fees
- 7-5-10: Fire Suppression Capacity
- 7-5-11: Service Charges For Residents
- 7-5-12: Service Charges For Nonresidents
- 7-5-13: Irrigation Service Only
- 7-5-14: Private Wells
- 7-5-15: Review Of Computations
- 7-5-16: Bills For Services; Delinquencies
- 7-5-17: Charge For Disconnection And Reconnection
- 7-5-18: Prohibited Acts And Conditions
- 7-5-19: Notices

7-5-1: **POLICY; CONNECTION REQUIREMENTS:**

- A. Policy: The board of trustees hereby finds that the protection of the public health, safety, and general welfare requires a continuous source of safe, clean, potable water, and proper sanitary sewer service. The village has, and shall continue to maintain, such a water supply and sewer service, which supply and service are available to every potable water user within the village's corporate limits. It is the policy of the village, therefore, that all users of potable water shall be connected to the village's water supply system. It also is the policy of the village that all such users shall be connected to the village's sewer system.

- B. **General Connection Requirement:** Every new development and new structure in the village that uses potable water shall be connected to the village's water supply system and to the village's sewer system. No building or development permit shall be issued for any such development or structure unless provisions have been made for such connections, and no certificate of occupancy shall be issued for any such development or structure until after such connections have been made properly. All nonresidential connections to the village's water supply system shall be at least two inches (2") in diameter.
- C. **No Sewer Connection Without Water Connection:** No connection to the sanitary sewer system of the village shall be permitted unless a connection is made to the village water system.
- D. **Connection Requirement For Existing Buildings And Structures:** Every building or structure that currently is in within two hundred fifty feet (250') of the village's water system and the village's sanitary sewer system, or that in the future becomes within such two hundred fifty feet (250') because of extensions of those systems, shall connect to said systems.
- E. **Free Service Prohibited:** No free water or sanitary sewer service shall be furnished to any person, firm, organization, or corporation, public or private.
- F. **Resale Of Water Or Sewer Service:**
1. No water service or sewer service may be resold at a rate greater than that charged by the village.
 2. No landlord may charge its tenants more or less for water or sewer service than would be charged by the village if served directly; provided, however, that the renting of premises with the cost of service included in the rental is deemed not to be resale of service. (Ord. 2001-07-112, 7-16-2001)

7-5-2: APPLICATION FOR SERVICE; ESTABLISHMENT OF CREDIT:

- A. No water or sanitary sewer service shall be extended except on application for said service in the form provided by the village, and no existing service shall be deemed transferable without application.

- B. The village may require an applicant to establish his credit or to pay a cash deposit to secure payment of water and sewer bills. Credit will be deemed to have been established if the applicant is the owner of the property being served, or if, during the last twelve (12) consecutive months, the applicant has paid all water and sewer bills promptly without disconnection for nonpayment. Credit must be reestablished for customers whose service has been discontinued. (1989 Code)

7-5-3: **SPECIAL CONTRACTS:** Contracts, other than accepted applications for service, are not normally required. However, under the following conditions, a special contract and regulations will be required:

- A. When the construction of special extensions or pretreatment facilities are necessary.
- B. When temporary service is to be supplied.
- C. When standby service or fire service is required.
- D. When interconnections with other utility jurisdictions are involved. (1989 Code)

7-5-4: **CONSTRUCTION REGULATIONS:** All water and sewer lines constructed and all sewer and water connections made shall be in accordance with the "Standard Specifications for Water and Sewer Main Construction in Illinois", of September 1978, as amended. (1989 Code)

7-5-5: **STREET OPENINGS:** A fee of seven dollars (\$7.00) for each square foot of opening will be required with each permit issued to connect or reconnect to any water or sanitary sewer system lying within a public street. The fee shall pay the cost of restoration and repair of any damage to public property. Permits to public utilities shall be in accordance with the resolution administering franchise agreements. (1989 Code)

7-5-6: WATER METERS:**A. Meters Required:**

1. All premises using the village water supply must be equipped with an adequate water meter furnished by the village but paid for by the consumer; provided, that such water service may be supplied by the village at a flat rate of charge until such meter is installed.

2. During the construction of any building and before any water is installed as is herein provided, the contractor so constructing such building may be permitted to use the village water supply by making application therefor and paying the flat fee prescribed by the board of trustees.

3. Before any premises are occupied, a water meter shall be installed therein as herein required, or application be made for such water service at the flat rate of charge until the meter can be installed, or no water shall be furnished such premises.

B. Type Of Meter: All meters and metering configurations shall be approved by the superintendent of water. The American water works association (AWWA) standards for metering devices shall apply as a minimum standard.

C. Reading Meters: The superintendent of water shall read or cause to be read every water meter used in the village at such times as are necessary, but not less than once annually to determine accuracy of village records as they relate to actual meter readings. (1989 Code)

D. Testing Meters: Any customer may request that the village test that customer's municipal water meter. If such test indicates that the water meter is not within plus or minus two percent ($\pm 2\%$) of being accurate, then the village, in the exercise of its sole discretion and without charge, either shall repair and reinstall the water meter or shall install a new water meter. If such test indicates that the water meter is accurate within plus or minus two percent ($\pm 2\%$), then the customer shall pay to the village, within fifteen (15) days after the village mails the customer an invoice therefor, a fee of forty dollars (\$40.00) for such test; provided, however, that no fee shall be required for the first test in any thirty six (36) month period. The village shall notify the customer of such test results in writing within fifteen (15) days after the village receives written test results, and the village shall provide the customer with a copy of the report documenting such test results. Nothing in this section shall be

construed or applied to require the village to reimburse to any customer any fees or charges paid by such customer for water, and the village shall not be required to so reimburse any customer.

- E. **Temporary Metering:** On request and in the exercise of the village's sole discretion based on factors such as the proposed use of the water, the availability of a sufficient supply of water to satisfy the request, the capability of the water supply system to satisfy the request without adverse impact on customers of the water supply system, the timing of the request, the overall effects on the village's water system if water is supplied as requested, the potential impacts on the general public health, safety, and welfare from satisfying the request, and other factors as the village reasonably may determine, the village may authorize temporary use of the village's fire hydrants and other water supply sources and temporary placement of water meters to measure water flow from such sources. No such temporary use shall be allowed, and no water meter shall be placed, except after payment of a fee of thirty five dollars (\$35.00). The required fee shall apply each time a water meter is placed, moved, or replaced up to a maximum of three (3) times the required fee in any day. The cost of the water thereby supplied shall be as determined by the board of trustees from time to time, but in no event shall be less than the highest cost of water supplied by the village to a regular customer, or four dollars seventeen cents (\$4.17) per one thousand (1,000) gallons, whichever is more. (Ord. 97-05-851, 5-19-1997)

7-5-7: **CROSS CONNECTIONS:**

- A. **Definitions:** Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this section, have the meanings indicated in this subsection:

AGENCY: The Illinois environmental protection agency.

AGENCY'S REGULATIONS: 35 Illinois administrative code 653.

APPROVED: Those backflow prevention devices or methods approved by the research foundation for cross connection control of the University of Southern California, the American waterworks association, the American society of sanitary engineer-

ing, the American national standards institute, or certified by the national sanitation foundation.

**AUXILIARY
WATER
SUPPLY:**

Any water source or system on or available to any premises, other than the waterworks system, and includes the water so supplied. Auxiliary water may include water from a public water supply system; or water from a private or emergency water supply system; or water from a source such as wells, lakes, or streams; or process fluids; or used water. Auxiliary water may be polluted or contaminated or objectionable or constitute a water supply system over which the village does not have control.

**BACK
SIPHONAGE:**

Type of backflow in a pipe or plumbing device in which used, contaminated, or polluted water flows back from a receptacle or other source into a negative pressure in such pipe or plumbing device.

BACKFLOW:

The flow of water or other liquids, mixtures, or substances into the distribution pipes of a potable water supply system from any source other than the intended source of the potable water supply system.

**CONTAMINA-
TION:**

An impairment of the quality of the waterworks system or other potable water supply system by entrance of any substance to a degree that could create a health hazard.

**CROSS
CONNECTION:**

Any physical connection or arrangement between two (2) otherwise separate piping systems, one of which contains potable water and the other a substance of unknown or questionable safety or quality, whereby there may be a flow from one system into the other. A direct cross connection is a cross connection formed when the waterworks system or other potable water supply system is physically joined to a source of unknown or unsafe substance. An indirect cross connection is a cross connection through which an unknown substance can be

forced, drawn by a vacuum or otherwise introduced into the waterworks system or other water supply system.

**CROSS
CONNECTION
CONTROL
DEVICE:**

Any approved assembly intended to prevent backflow into the waterworks system or other potable water supply system. The term "backflow prevention device" shall be included in the definition of cross connection control device. All devices used for backflow prevention in Illinois must meet the standards of the Illinois plumbing code and the agency.

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| A) | CROSS- CONNECTION CONTROL DEVICE INSPECTOR | Any person approved by the Agency who is responsible for inspecting cross-connection control devices. |
| | CUSTOMER | The owner, occupant, and/or person in possession, charge or control of any premises. |
| | CUSTOMER'S WATER SYSTEM | All parts of the water facilities beginning at the service connection used to convey water from the waterworks system to the premises, which facilities are deemed to be operated, controlled or owned by the customer. |
| | DOUBLE CHECK VALVE ASSEMBLY | An assembly composed of single, independently acting check valves approved under ASSE standard 1015. A double check valve assembly must include tight shut-off valves located at each end of the assembly and suitable connections for testing the watertightness of each check valve. |
| | FIXED AIR GAP | The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water and the flood level rim of the receptacle. |
| | HEALTH HAZARD | Any condition, device, or practice in a water system or its operation resulting in a real or potential danger to a person's health and well-being. The term "severe" as used to qualify "health hazard" means a hazard to the health of the user that could be expected to result in death or significant reduction in the quality of life. |
| | ILLINOIS PLUMBING CODE | 77 Illinois Administrative Code 890. |
| | INSPECTION | A plumbing inspection to examine carefully and critically all materials, fixtures, piping, and appurtenances, appliances, and installations of a plumbing system for compliance with the requirements of the Illinois Plumbing Code and this Section. |
| | NONPOTABLE | The quality of water that does not meet public health standards for drinking water and is not suitable for human consumption. |
| | POLLUTION | The presence of any foreign substance (organic, inorganic, radiological, or biological) in water that tends to degrade its quality so as to constitute a hazard or impair the usefulness of the water. |

- A) **POTABLE** The quality of water that meets public health standards for drinking water and is suitable for human consumption.
- PREMISES** Any lot or a part of a lot, any building or a part of a building, or any parcel or tract of land whatever.
- PROCESS FLUIDS** Any fluid or solution that may be chemically, biologically, or otherwise contaminated or polluted in a form or concentration such as would constitute a health, pollutional, or system hazard if introduced into the waterworks system, a customer's water system, or any other potable water supply system. This includes, but is not limited to:
- A. Polluted or contaminated water;
 - B. Used water originating from the waterworks system which may have deteriorated in sanitary quality;
 - C. Cooling waters;
 - D. Contaminated natural water taken from wells, lakes, streams, or irrigation systems;
 - E. Chemicals in solution or suspension;
 - F. Oils, gases, acids, alkalis, and other liquid and gaseous fluids used in industrial or other processes, or for firefighting purposes.
- REDUCED PRESSURE PRINCIPLE BACK-FLOW PREVENTION DEVICE** A device containing a minimum of two (2) independently acting check valves together with an automatically operated pressure differential relief valve located between the two (2) check valves and approved under ASSE standard 1013. During normal flow and at the cessation of normal flow, the pressure between these two (2) checks shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve, by discharging to the atmosphere, shall operate to maintain the pressure between the check valves at less than the supply pressure. The unit must include tightly closing shut-off valves located at each end of the device, and each device shall be fitted with properly located test cocks.
- SERVICE CONNECTION** The opening, including all fittings and appurtenances, at a water main of the waterworks system through which water is supplied to the customer.

| | |
|---|--|
| SURVEY: | The collection of information regarding the location of all connections between a customer's water system and the waterworks system and must include the location, type, and most recent inspection and testing date of all cross-connection control devices and methods located within that customer's premises. The survey must be in written form, and should not be an actual plumbing inspection. |
| USED WATER: | Any water supplied by the waterworks system after it has passed through the service connection and is no longer under the control of the Village. |
| VILLAGE: | The Village of Lake Zurich. |
| WATER SUPPLY SYSTEM OR WATER SYSTEM: | Any water source, supply, or system, including all pipes, fittings, and control valves, as well as the water so supplied. The term "water supply system" shall not include the waterworks system, however. |
| WATERWORKS SYSTEM: | The entire system operated, controlled, or owned by the Village of pipes, hydrants, boxes, cocks, taps, meters, connections, reservoirs, tanks, engines, property, and all appurtenances thereto, whereby water is or may be supplied to the public or to private parties within the Village. The term "water service system" shall be included in the definition of waterworks system. |

B. Cross-Connection Prohibited:

1. **No Cross-Connection:** Connections between the waterworks system or other potable water supply systems and other systems or equipment containing nonpotable water or other substances of unknown or questionable quality are prohibited except when and where approved cross-connection control devices or methods are installed, tested, and maintained to ensure proper operation on a continuing basis. No physical connection shall be permitted between the waterworks system or any potable water supply system and any auxiliary water supply not of equal or better bacteriological and chemical quality as determined by inspection and analysis by the

Agency. There shall be no arrangement or connection by which an unsafe substance may enter the waterworks system or other potable water supply system or an auxiliary water supply approved by the Superintendent of Water and the Agency.

2. No Auxiliary Cross-Connection: No person, firm, or corporation shall establish or maintain, or permit to be established or maintained, any connection whereby an auxiliary water supply may enter the waterworks system or the customer's water system, unless such auxiliary water supply and the method of connection and use of such supply shall have been approved by the Superintendent of Water and the Agency.

C. General Requirements For Cross-Connection Control Devices:

1. Permit Required: It shall be unlawful to install, remove, or replace any cross-connection control device without first having obtained a permit therefor in accordance with the Lake Zurich Building Code. Any violation of this subsection shall be punishable by a fine in the amount of two (2) times the required permit fee. (Ord. 90-08-399, 8-6-90)

2. Approved Devices Only: Only approved cross-connection control devices or methods can be used to satisfy the requirements of this Section. No such device or method that contains or utilizes nonmetallic checks shall be permitted. (Ord. 95-06-740, 6-5-95)

3. Type Of Protection: The type of protection required shall depend on the degree of hazard that exists as follows:

a. An approved fixed air gap separation shall be installed when the waterworks system may be contaminated with substances that could cause a severe health hazard.

b. An approved fixed air gap separation or an approved reduced pressure principle backflow prevention device shall be installed when the waterworks system may be contaminated with a substance that could cause a system or health hazard.

c. An approved fixed air gap separation or an approved reduced pressure principle backflow prevention device or a double check valve assembly shall be installed when the waterworks system may be polluted with substances that could cause a pollution hazard not dangerous to health.

d. An approved fixed proper air gap separation or an approved reduced pressure principle backflow prevention device shall be installed on premises when it is impractical to determine whether cross-connections exist or it is impossible to make a complete cross-connection survey or on premises having a repeated history of cross-connections being established or re-established.

4. Fire Safety Systems: Reduced pressure principle backflow prevention devices shall be installed on fire safety systems connected to the waterworks system when:

a. The fire safety system contains antifreeze, fire retardant, or other chemicals;

b. Water is pumped into the system from a source other than the waterworks system;

c. Water flows by gravity from a nonpotable source or water can be pumped into the fire safety system from any source other than the waterworks system; or

d. There is a connection whereby a source other than the waterworks system can be introduced into the fire safety system.

All other fire safety systems connected to the waterworks system shall be protected by a double check valve assembly on metered service lines and a double detector check valve assembly on unmetered service lines.

5. All Other Systems: The type of cross-connection control devices required for any other potable water supply system shall be equivalent to the devices used to protect the waterworks system from similar hazards, unless the Superintendent of Water permits otherwise.

D. Installation, Inspection, Maintenance, And Repair Of Cross-Connection Control Devices:

1. Prevention; Removal Of Cross-Connections: The customer shall prevent backflow and back siphonage into the waterworks system by ensuring that either all cross-connections are removed or cross-connection control devices are installed, inspected, maintained, and repaired. (Ord. 90-08-399, 8-6-90)

2. General Installation Requirements: The customer shall ensure that a cross-connection control device be installed wherever necessary to prevent cross-connections to the waterworks system or any other potable water supply system. Cross-connection control devices shall be installed by an Illinois licensed plumber and maintained and inspected by an Illinois licensed CCCDI as provided for in the Illinois Plumbing Code and the Agency's regulations and in accordance with the manufacturers' instructions. The manufacturer's maintenance manual shall be available on the premises. All cross-connection control devices shall be installed in a location accessible for observation, maintenance, replacement, and testing, and shall be protected against freezing and flooding. (Ord. 91-02-428, 2-4-91)

3. Specific Conditions Requiring Installation: In addition to the foregoing, the customer shall ensure that a cross-connection control device be installed on each service line to a customer's water system serving premises having any of the following conditions:

a. Premises for which the Superintendent of Water makes an independent determination that actual or potential hazards to the waterworks system exist.

b. Premises having an auxiliary water supply, unless such auxiliary supply is accepted as an additional source by the Superintendent of Water and the source is approved by the Agency.

c. Premises on which any substance is handled that can create an actual or potential hazard to the waterworks system. Such premises shall include premises having sources or systems containing process fluids or waters originating from the waterworks system that are no longer under the sanitary control of the Superintendent of Water.

d. Premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete cross-connection survey.

e. Premises having a repeated history of cross-connections being established or re-established.

4. Specific Service Lines Requiring Installation: An approved cross-connection control device shall be installed on each service line to a customer's water system serving, but not necessarily limited to, the following types of facilities, unless the Superintendent of Water

determines that no actual or potential hazard to the waterworks system exists:

- a. Hospitals, mortuaries, clinics, and nursing homes;
- b. Laboratories;
- c. Piers, docks, and waterfront facilities;
- d. Sewage treatment plants, sewage pumping stations, and storm water pumping stations;
- e. Food or beverage processing plants;
- f. Chemical plants;
- g. Metal plating industries;
- h. Petroleum processing or storage plants;
- i. Radioactive material processing plants or nuclear reactors;
- j. Car washes;
- k. Pesticide, herbicide, or extermination plants and trucks;

- D4)
- l. Farm service and fertilizer plants and trucks;
 - m. All other commercial or industrial facilities;
 - n. Any facility utilizing a heat exchanger; and
 - o. All underground sprinkler systems.

5. Inspections; Maintenance: Cross-connection control devices shall be inspected at the time of installation and at least annually, or more frequently if recommended by the manufacturer, by a cross-connection control device inspector. The inspection of mechanical devices shall include physical testing in accordance with the manufacturer's instructions. The customer shall cause all required repairs or maintenance to be performed promptly, and in any event within three (3) days after notice that such repairs or maintenance are required.

6. Tagging: Each cross-connection control device shall have a tag attached to it listing the date of the most recent test or visual inspection, the name and CCCDI number of the cross-connection control device inspector, and the type and date of repairs.

7. Maintenance Log: A maintenance log shall be maintained by the customer and shall include:

- a. Date of each test or visual inspection;
- b. Name and approval number of the person performing the test or visual inspection;
- c. Test results;
- d. Repairs or servicing required;
- e. Repairs and date completed; and
- f. Servicing performed and date completed.

The customer shall forward a copy of this maintenance log to the Superintendent of Water within fourteen (14) days after its completion.

8. Costs: The installation, inspection, and maintenance of all cross-connection control devices shall be at the sole cost and

- D8) expense of the customer. Whenever cross-connection control devices required by these regulations are defective, they shall be repaired or replaced at the sole cost and expense of the customer without delay.

9. No Bypasses or Removal: Cross-connection control devices shall not be bypassed, made inoperative, removed, or otherwise made ineffective without specific authorization by the Superintendent of Water.

E. Survey and Investigations:

1. Village Surveys; Investigations: The Superintendent of Water shall cause surveys and investigations to be made of all premises served by the waterworks system to determine whether actual or potential hazards to the waterworks system may exist. A reasonable fee covering the cost of the survey or investigation may be levied against each customer whose premises are surveyed and investigated. Such surveys and investigations shall be made a matter of public record and shall be repeated at least once every two years, or more often as the Superintendent of Water shall deem necessary. Such surveys may be conducted by telephone, mail, or personal visit to the premises and is not intended to include an actual visual inspection of piping or plumbing systems. Records of such surveys shall be maintained and available for review for a period of a least five years.

2. Information: On request by the Superintendent of Water, the customer shall furnish information regarding the piping system or systems or water use within the customer's premises. The refusal of such information, when requested, shall, within the discretion of the Superintendent of Water, be deemed evidence of the presence of improper connections as provided in this Section.

3. Customer Surveys and Inspections: The customer shall arrange periodic surveys and inspections of his or her water system and of water use practices on his or her premises to determine whether the elements of the customer's water system comply with the Illinois Plumbing Code and this Section and whether there are actual or potential cross-connections to the customer's water system through which contaminants or pollutants could backflow into the customer's water system or the waterworks system. Such surveys and inspections shall be conducted by a duly licensed and bonded plumber and a cross-connection control device inspector

and shall be at the sole cost and expense of the customer, and a copy of the results shall be forwarded to the Superintendent of Water. (Ord. 90-08-399, 8-6-90)

- F. **Booster Pumps:** Cross-connection control devices must be installed on the suction side of all booster pumps. When a booster pump has been installed on the service line to or within any premises, such pump shall be equipped with a low pressure cut-off device designed to shut off the booster pump when the pressure in the service line on the suction side of the pump drops to twenty (20) psi or less. It shall be the duty of the customer to maintain the low pressure cut-off device in proper working order and to certify to the Superintendent of Water, at least once a year, that the device is operable. (Ord. 91-02-428, 2-4-91)

G. **Cross-Connection Violations:**

1. **Access To Premises:** The customer's premises shall be open at all reasonable times to the cross-connection control device inspector and the Superintendent of Water or his or her designees for the purposes of verifying the presence or absence of cross-connections, inspecting the installation, testing, maintenance, and repair of cross-connection control devices, verifying information submitted by the customer regarding the required cross-connection control device inspection, and ensuring that the requirements of this Section have been properly executed.

2. **Notice To Install; Compliance:** If, in accordance with the Illinois Plumbing Code or in the judgment of the Superintendent of Water, a cross-connection control device is necessary for the safety of the waterworks system, the Superintendent of Water may, two (2) weeks after serving a written notice on the customer to install a cross-connection control device, deny or discontinue water service to such customer's premises if no proper cross-connection control device is installed. The Superintendent of Water may, after two (2) weeks written notice to a customer, deny or discontinue water service to any customer's premises wherein any cross-connection control device required by this Section is not installed, tested, maintained, or repaired in a manner acceptable to the Superintendent of Water, or if it is found that the cross-connection control device has been *removed or bypassed*, or if an *unprotected cross-connection* exists on the premises, or if a low pressure cut-off or other device required by this Section is not installed and maintained in working order, or if any person is found to be violating any provisions of this Section.

3. **Emergencies:** If, in the judgment of the Superintendent of Water, an emergency exists whereby the waterworks system is immediately threatened, then the Superintendent of Water shall have the right to enter the premises of a customer, providing oral notice only if such is possible, and may immediately without any notice deny or discontinue water service to that customer's premises. In the event of such denial or discontinuance, the Superintendent of Water, as soon as practical, shall serve written notice as herein provided.

4. **Content Of Notice; Service:** The written notice herein provided for shall state the nature of the request or violation and shall provide a reasonable time limit for the satisfactory correction thereof. This written notice may be served by personal service or by mailing such notice upon the customer.

5. **Restoration Of Service:** Water service that has been denied or discontinued shall not be restored until the customer has corrected or eliminated any conditions or defects in conformance with this Section and to the satisfaction of the Superintendent of Water, and a reconnection fee in the amount one thousand five hundred dollars (\$1,500.00) shall have been paid to the Village.

6. **No Liability Of Village:** Neither the Village nor the Superintendent of Water, nor their agents or assigns, shall be liable to any customer of the waterworks system for any injury, damages, or lost revenue that may result from the termination of a customer's water supply, whether such termination was with or without notice.

7. **Liability Of Customer Or Other:** Any person violating any of the provisions of this Section, in addition to the foregoing, shall become liable to the Village for any expense, loss, or damage occasioned by the Village by reason of such violation, whether the same was caused before or after notice. If contamination of the waterworks system occurs through an illegal cross-connection or an improperly installed, maintained, or repaired cross-connection control device, or a cross-connection control device that has been bypassed, the customer responsible for such contamination shall bear the cost of cleanup or repair to the waterworks system.

8. **Penalty:** Any person who violates any provision of this Section shall be fined not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00) for each offense. A separate offense shall be deemed to have been committed on each day during which a violation occurs or continues.

- H. **Minimum Requirements; Inconsistencies:** The provisions of this section shall be construed to be the minimum requirements for the promotion of the public health, safety, and welfare. When the provisions of this section impose greater requirements than those of any other ordinance or regulation, then the provisions of this section shall be controlling. When the provisions of any other ordinance or regulation impose greater requirements than this section, then the provisions of such other ordinance or regulation shall be controlling. In the case of any inconsistency between any provision of this section and any provision of any other ordinance or regulation, the provision imposing the greater requirements shall be controlling. (Ord. 90-08-399, 8-6-1990)

7-5-7-1: REQUIREMENTS AND RESTRICTIONS FOR SPECIFIC SERVICES:

- A. **Fire Service Connections:** All connections to the water system which service suppression equipment shall be provided with flow detection devices and central stationing alarms in accordance with village specifications.
- B. **Temporary And Bulk Service:** All unmetered service provided during construction shall be billed at the temporary service rate established. All bulk service shall be taken from locations to be determined by the superintendent of water and shall be paid for at the bulk service rate established.
- C. **Swimming Pools And Water Tanks:** Abnormally large amounts of water for swimming pools or other water storage may not be drawn during conservation restriction and may not be discharged into the sanitary sewer system at any time. (1989 Code)

7-5-8: OWNERSHIP AND MAINTENANCE OF CONNECTION FACILITIES:

- A. **Water Main Connection:** The village shall own and maintain the water service pipes from the water main up to, and including, the curb stop and valve box. The customer shall own, properly maintain, and be liable for all repairs of the water service pipes from the connection to the curb stop and to the plumbing connection at the water meter spread. The village shall be responsible for the maintenance and repairs of water meters. The customer shall be liable for all damage to the water meter by any person or source

other than an authorized village official or agent. The customer shall keep all debris from entering into and/or damaging the curb stop, valve box, and village's water main.

- B. **Sewer Main Connection:** The customer shall own, properly maintain, and be liable for all maintenance and repairs of the building drain and building sewer from its connection to the village sewer main. The customer shall keep all debris from damaging the village's sewer main.
- C. **Village Right To Maintain; Payment Of Cost:** If the customer at any time fails to properly maintain any pipe or equipment for which the customer is responsible, then the village may immediately perform such maintenance as the village determines is required and charge all costs and expenses related thereto to the customer. If the customer does not pay all such costs and expenses within ninety (90) days after receipt of a written invoice therefor from the village, then the village may convert such costs and expenses into a lien against such premises and may proceed against and foreclose such lien in the manner provided by law. The village also shall have the right to pursue any other legal means of collecting delinquent service charges, whether by collection service or other means and regardless of whether the village has filed a lien for such charges. (Ord. 2001-07-112, 7-16-2001)

7-5-9: WATER AND SEWER CONNECTION FEES:

- A. **Base Fees:** Fees for connection to the village's water supply system and sewage collection and transmission system shall be as follows:

| <u>Size Of Water Line</u> | <u>Water Connection Fee</u> | <u>Sewer Connection Fee</u> | <u>Total Base Fee</u> |
|-----------------------------------|-------------------------------------|-------------------------------------|-------------------------------|
| Less than 2 inches | \$ 1,600.00 | \$ 3,200.00 | \$ 4,800.00 |
| Less than 4 inches | 6,000.00 | 12,000.00 | 18,000.00 |
| Less than 6 inches | 12,000.00 | 24,000.00 | 36,000.00 |
| Less than 8 inches | 18,000.00 | 36,000.00 | 54,000.00 |
| 8 inches or larger | 24,000.00 | 48,000.00 | 72,000.00 |

- B. **Irrigation Fees:** Fees for connection to the village's water supply system for irrigation purposes only shall be as follows:

| <u>Size Of Water Line</u> | <u>Irrigation Supply Fee</u> |
|---------------------------|------------------------------|
| Less than 2 inches | \$ 1,600.00 |
| Less than 4 inches | 6,000.00 |
| Less than 6 inches | 12,000.00 |
| Less than 8 inches | 18,000.00 |
| 8 inches or larger | 24,000.00 |

- C. **Multiple Unit, Multiple Tenant, And Multiple Bed Developments:** Multiple unit, multiple tenant, and multiple bed developments shall pay, in addition to the base fee provided in subsection A of this section, a fee of one thousand six hundred dollars (\$1,600.00) times the number of units, tenants, and beds greater than one, not exceeding twenty four thousand dollars (\$24,000.00). For purposes of this section, multiple unit, multiple tenant, or multiple bed developments shall include, without limitation, structures for townhouses, condominiums, or multiple-family dwellings, or an industrial or commercial multiple unit building, or a hotel or motel or a hospital or long term care facility.
- D. **Expansion Of Existing Service:** If any use with an existing connection to the water supply system shall expand, then the user shall pay the difference, if any, between the base fee set forth in subsection A of this section applicable to the original connection and the base fee set forth in said subsection applicable to the expanded use (not including capacity required solely for fire suppression purposes).
- E. **Fees Of Other Governmental Agencies:** The base fee established in subsection A of this section is assessed in addition to any fee required by the county of Lake for sewage treatment services and in addition to any other fee for services from any governmental agency.
- F. **Newly Annexed Property:** For property annexed into the village, the board of trustees may authorize the applicable base fee to be paid in equal installments over a period of time not greater than three (3) years; provided, however, that no such installment payments may be authorized unless the owner shall have entered into a binding agreement with the village, recorded against the subject property,

which agreement requires such payments and authorizes the village to place, and if necessary foreclose, a lien against the subject property in the event of nonpayment.

- G. **No Superseder Of Ordinances Establishing Special Fees:** In a few instances prior to January 1990, the board of trustees adopted ordinances establishing special connection fees for certain property in certain location in the village. This section is not intended, and shall not be applied, to supersede such ordinances. (Ord. 2001-07-112, 7-16-2001)

7-5-10: **FIRE SUPPRESSION CAPACITY:** For purposes of determining the applicable base fee, capacity required solely for fire suppression purposes shall not be included, and the base fee shall be determined by the service connection that would be required in the absence of required capacity for such fire suppression purposes. (Ord. 2001-07-112, 7-16-2001)

7-5-11: **SERVICE CHARGES FOR RESIDENTS:** Subject to the provisions of this section, the following charges shall apply for water and sewer services provided by the village to residents of the village:

- A. **Water And Sewer Service Basic Charge:** Every user of combined water and sewer service shall pay six dollars ten cents (\$6.10) per one thousand (1,000) gallons or fraction thereof for all water and sewer services used, calculated as follows:

1. **Water Services:** The price per one thousand (1,000) gallons metered water consumption shall be two dollars thirty eight cents (\$2.38), which shall include:

a. Thirty nine cents (\$0.39) for interest, principal, and coverage of outstanding bonds and loans; and

b. One dollar ninety nine cents (\$1.99) for operation, maintenance, and replacement costs.

2. **Sewer Services:** The price per one thousand (1,000) gallons metered water consumption shall be three dollars seventy two cents (\$3.72), which shall include:

a. One dollar ninety three cents (\$1.93) for the charge imposed by the county of Lake for sewage treatment services; and

b. Thirty nine cents (\$0.39) for interest, principal, and coverage of outstanding bonds and loans; and

c. One dollar forty cents (\$1.40) for operation, maintenance, and replacement costs.

The charge established in this subsection shall be adjusted automatically from time to time in accordance with subsection B of this section.

- B. **Automatic Adjustment Of Basic Charge:** The basic charge established in subsection A of this section includes the charge assessed to the village by the county of Lake for sewage treatment services provided by the county of Lake. The basic charge established in subsection A of this section shall be adjusted automatically to reflect any increase or decrease in the county charge. The county charge for sewage treatment services is deemed to be one dollar ninety three cents (\$1.93). If the county charge is increased from one dollar ninety three cents (\$1.93), then the basic charge established in subsection A of this section shall increase automatically by an equal amount. If the county charge is decreased from one dollar ninety three cents (\$1.93), then the basic charge established in subsection A of this section shall decrease automatically by an equal amount.
- C. **Minimum Basic Charge Per Billing Period:** Every resident user of combined water and sewer service shall pay a minimum basic charge of twelve dollars twenty cents (\$12.20) per monthly billing period regardless of actual usage. Such minimum basic charge consists of four dollars seventy six cents (\$4.76) for water service and seven dollars forty four cents (\$7.44) for sewer service, based on a usage of two thousand (2,000) gallons of water and sewer services.
- D. **Sanitary Sewer Service Only Charge:** Every resident user of sanitary sewer service only shall pay twenty eight dollars (\$28.00) per month for such service.
- E. **Reduced Rate For Senior And Disabled Citizens:** After written application, proof of eligibility, and a written finding of eligibility by the director of finance, any resident who owns and occupies, or who leases and occupies, a dwelling unit for which he or she is liable for payment of the service charge for water service shall be entitled to a discount for water service of three dollars ninety eight cents (\$3.98) off each bill rendered, if he or she has attained the age of sixty five

(65) years or if he or she can establish that he or she is qualified for social security because of a physical handicap. (Ord. 2001-07-112, 7-16-2001)

7-5-12: SERVICE CHARGES FOR NONRESIDENTS: Subject to the provisions of subsection B of this section, the following charges shall apply for water and sewer services provided by the village to users outside of the village's corporate limits:

A. Water And Sewer Service Charge: Every user of combined water and sewer services shall pay eleven dollars nineteen cents (\$11.19) per one thousand (1,000) gallons or fraction thereof for all water and sewer services used, calculated as follows:

1. **Water Services:** The price per one thousand (1,000) gallons metered water consumption or any fraction thereof shall be four dollars thirty seven cents (\$4.37), which shall include:

a. Thirty nine cents (\$0.39) for interest, principal, and coverage of outstanding bonds and loans; and

b. Three dollars ninety eight cents (\$3.98) for operation, maintenance, and replacement costs.

2. **Sewer Services:** The price per one thousand (1,000) gallons metered water consumption or any fraction thereof shall be six dollars eighty two cents (\$6.82), which shall include:

a. One dollar ninety three cents (\$1.93) for the charge imposed by the county of Lake for sewage treatment services; and

b. Two dollars nine cents (\$2.09) for interest, principal, and coverage of outstanding bonds and loans; and

c. Two dollars eighty cents (\$2.80) for operation, maintenance, and replacement costs.

The charge established in this subsection shall be adjusted automatically from time to time in accordance with subsection B of this section.

Notwithstanding any other provisions of this section, all users of water and sewer services outside of the village's corporate limits

shall pay the minimum charge established in subsection C of this section.

Notwithstanding any other provision of this section, users of water service only or of sanitary sewer service only outside of the village's corporate limits shall pay the applicable charges established in subsections D and E of this section.

- B. **Automatic Adjustment Of Charge:** The charge established in subsection A of this section includes the charge assessed to the village by the county of Lake for sewage treatment services provided by the county of Lake. The charge established in subsection A of this section shall be adjusted automatically to reflect any increase or decrease in the county charge. The county charge for sewage treatment services is deemed to be one dollar ninety three cents (\$1.93). If the county charge for sewage treatment services is increased from one dollar ninety three cents (\$1.93), then the charge established in subsection A of this section shall increase automatically by an equal amount. If the county charge is decreased from one dollar ninety three cents (\$1.93), then the charge established in subsection A of this section shall decrease automatically by an equal amount.
- C. **Minimum Basic Charge Per Billing Period:** Every user of combined water and sewer service outside of the village's corporate limits shall pay a minimum basic charge of twenty two dollars thirty eight cents (\$22.38) per monthly billing period regardless of actual usage. Such minimum basic charge consists of eight dollars seventy four cents (\$8.74) for water service and thirteen dollars sixty four cents (\$13.64) for sewer service, based on a usage of two thousand (2,000) gallons of water and sewer services.
- D. **Water Service Only Charge; Minimum Basic Charge Per Billing Period:** Every user of water service only outside of the village's corporate limits shall pay four dollars thirty seven cents (\$4.37) per one thousand (1,000) gallons or fraction thereof for all water service used, calculated as follows:
1. Thirty nine cents (\$0.39) for interest, principal, and coverage of outstanding bonds and loans; and
 2. Three dollars ninety eight cents (\$3.98) for operation, maintenance, and replacement costs.

- E. **Minimum Basic Charge For Water Service:** Every user of water service only outside of the village's corporate limits shall pay a minimum basic charge of eight dollars seventy four cents (\$8.74) per monthly billing period, based on a usage of two thousand (2,000) gallons of water service.
- F. **Sanitary Sewer Service Only Charge:** Every user of sanitary sewer service only outside of the village's limits shall pay forty eight dollars (\$48.00) per month for such service. (Ord. 2001-07-112, 7-16-2001)

7-5-13: IRRIGATION SERVICE ONLY:

- A. Irrigation only water supply service shall be permissible only for nonresidential users, and shall not be available for any dwelling unit. Every user of irrigation service shall pay two dollars seventy seven cents (\$2.77) per one thousand (1,000) gallons for all irrigation service used, calculated as follows:
 - 1. Seventy eight cents (\$0.78) for interest, principal, and coverage of outstanding bonds and loans; and
 - 2. One dollar ninety nine cents (\$1.99) for operation, maintenance, and replacement costs.
- B. Every user of irrigation service only in the village's corporate limits shall pay a minimum basic charge of five dollars fifty four cents (\$5.54) per monthly billing period, based on a usage of two thousand (2,000) gallons of water service. (Ord. 2001-07-112, 7-16-2001)

7-5-14: PRIVATE WELLS: Every owner of nonresidential property within the village on which a private water well is maintained shall pay, in addition to every other applicable charge pursuant to this code, such charge as may be set from time to time by the board of trustees, regardless of actual water usage from the private water well or from the village's water system (for which the regular applicable charges also must be paid). (Ord. 2001-07-112, 7-16-2001)

7-5-15: REVIEW OF COMPUTATIONS: The village shall provide to any water or sewer service user, within seven (7) days after receipt by the village of a written request therefor from such user, all pertinent information regarding the computation of the charge applicable to

such user. Any user who disputes the calculation applicable to such user shall file written notice of such dispute, detailing each charge in dispute and the particular dispute about each such charge, within thirty (30) days after receipt of such pertinent information from the village. The village shall render a decision on each such dispute within forty five (45) days after receipt of such notice from the user. (Ord. 2001-07-112, 7-16-2001)

7-5-16: BILLS FOR SERVICES; DELINQUENCIES:

- A. Rendition Of Bills; Payment: Bills for sewer and water services shall be sent to the owner or owners of premises served. Service shall be furnished to the premises by the village only subject to the condition that there is joint and several liability among the owner of the premises and all occupants and users of the service. All bills for service shall be rendered monthly succeeding the period for which the service is billed, unless otherwise determined by the village. All bills shall be payable at the village office not later than the close of business on the fifteenth day after the billing date. The gross amount shall be assessed on all bills paid after fifteen (15) days of date of billing. When the fifteenth day of any month is on a weekend or a legal holiday, then such bills for service shall be payable no later than the next succeeding business day.
- B. Delinquent Bills; Lien:
1. Notice And Hearing On Delinquencies; Water Shut Off: All delinquent service charges shall be subject to notice and hearing requirements as provided by law. On completion of these requirements, the water supply may be shut off from any premises for which the service charge remains unpaid. When shut off, water shall not be turned on except on the payment of the usual fee for turning on water and all other fines and penalties or other settlement of the delinquent account approved by the village. Before shutting off the water supply after the bill is unpaid, the billing department shall notify, in writing, the owner of the premises, if known, the occupant thereof, and the user of the service that such delinquency exists and that service will be discontinued without further notice.
 2. Meter Access: Refusal to allow access to water meters by village personnel shall constitute sufficient basis for denial of water service, after notice and hearing, in the same manner as is provided for refusal to pay a water bill.

3. Lien Procedure: Charges for water may be a lien on the premises as provided by statute. Whenever a bill for water service remains unpaid thirty (30) days after it has been rendered, such charges shall be deemed and are hereby declared to be delinquent, and the village clerk may file with the recorder of Lake County a statement of lien claim. If a lien is filed, the following procedure shall be followed: The statement of lien shall contain the legal description of the premises served, the amount of the unpaid bill, and a notice that the village claims a lien for this amount as well as for all charges for water served subsequent to the period covered by the bill. The village clerk shall mail a notice to the owner of the premises stating failure of the village clerk to record such lien or to mail such notice, or the failure of the owner to receive such notice shall not affect the validity of the lien or the right to foreclose the lien for unpaid water bills as provided in this subsection.

4. Property Sold For Nonpayment: Property subject to a lien for unpaid water charges shall be sold for nonpayment of the same, and the proceeds of such sale shall be applied to pay the charges, after deducting the costs, as is the case in the foreclosure of statutory liens. The village attorney shall be authorized to institute such proceedings in the name of the village in any court having jurisdiction over such matters, against any property for which the water bill has remained unpaid thirty (30) days after it has been rendered.

5. Village Right; Collect Delinquent Service Charges: The village shall have the right to pursue any and all legal means of collecting delinquent service charges, whether by collection service or other method, regardless of whether a lien for such charges has been filed. (Ord. 2001-07-112, 7-16-2001)

7-5-17: CHARGE FOR DISCONNECTION AND RECONNECTION:

At any time that water service to any premises shall be shut off by the village pursuant to this chapter or for any other reason whatsoever, a charge of seventy dollars (\$70.00) shall be assessed automatically against the water account for such premises. Such charge shall be paid in full before water service is restored. If unpaid for more than thirty (30) days after it is assessed, the village may convert such seventy dollar (\$70.00) charge into a lien against such premises that shall be processed in accordance with the provisions of section 7-5-16 of this chapter. The village shall have the right to pursue any and all legal means of collecting delinquent service charges, whether by collection service or

other method, regardless of whether a lien for such charges. (Ord. 2001-07-112, 7-16-2001)

7-5-18: PROHIBITED ACTS AND CONDITIONS:

- A. **Control Valves, Manholes:** No person, other than those authorized by the village, shall operate any curb stop, distribution valve, or fire hydrant. No person, other than those authorized by the village, shall open any sanitary manhole, lamp hole or flow control device.
- B. **Ground Wire Attachment:** No ground wire or fault device may be connected to any water system.
- C. **Wasting Water:** The village reserves the right to discontinue service to any customer who is negligent or wasteful in the use of water. (Ord. 2001-07-112, 7-16-2001)

7-5-19: NOTICES:

- A. **Notices From Village To Customer:** When it is necessary for the village to give notice to its water and sewer customers, such notice shall be as follows:
 - 1. Statement of service charges; by United States mail to last known address, or by telephone.
 - 2. Failure to comply with regulation, or violation of ordinance provision; by written notification sent by certified U.S. mail stating nature of violation and regulation violated or by personal delivery of citation order.
 - 3. Temporary interruption of service; by U.S. mail, by telephone, or in person.
 - 4. Possible contamination or quality change, "boil order"; by newspaper publication or by radio or television announcement.
 - 5. Conservation measures; by newspaper publication or by radio or television announcement.
- B. **Notices From Customer To Village:** When it is necessary for the customer to contact the village regarding water or sewer service, such contact shall be made as follows:

1. Request for service or discontinuance of service, or complaints; by U.S. mail to the village office, or by telephone, or in person at village office during regular business hours.
2. To report leaks, interruption of service or other emergency; by telephone, or in person at village office during regular business hours, or at the village's public safety center when village office is closed. (Ord. 2001-07-112, 7-16-2001)

Execution Copy August 4, 2003

**SECOND AMENDMENT TO
BOUNDARY AGREEMENT BETWEEN
THE VILLAGE OF HAWTHORN WOODS
AND
THE VILLAGE OF LAKE ZURICH**

THIS AMENDMENT made and entered into as of the 4th day of August 2003, by and between the VILLAGE OF HAWTHORN WOODS ("Hawthorn Woods") and the VILLAGE OF LAKE ZURICH ("Lake Zurich"),

WITNESSETH:

WHEREAS, Hawthorn Woods and Lake Zurich entered into an intergovernmental agreement titled, "Intergovernmental Jurisdictional Boundary Line Agreement Between the Village of Hawthorn Woods and the Village of Lake Zurich" dated May 6, 1998, which agreement was amended on April 12, 1999 (the "Boundary Agreement") to govern certain matters related to their mutual corporate boundary lines; and

WHEREAS, Hawthorn Woods and Lake Zurich desire to amend the Boundary Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises hereinafter contained, the adequacy and sufficiency of which the parties hereto stipulate, Hawthorn Woods and Lake Zurich agree as follows:

Section 1: Incorporation of Recitals. The foregoing recitals are incorporated herein by reference as substantive provisions of this Amendment.

Section 2: Amendment.

A. Exhibit A. Exhibit A to the Boundary Agreement is hereby amended so that the map attached hereto titled, "LAKE ZURICH-HAWTHORN WOODS JURISDICTIONAL BOUNDARY LINE" shall replace the map of the same name that is part of Exhibit A. The purpose of this Amendment is to include the "Route 12 Parcels" identified on such map and on Attachment 2, attached to this Amendment and by this reference incorporated into this Amendment and the Boundary Agreement, within the corporate limits and jurisdiction of Lake Zurich. The provisions of the Boundary Agreement shall apply to the Route 12 Parcels in every manner as every other property within the corporate limits and jurisdiction of Lake Zurich as identified in the Boundary Agreement. Except to the extent specifically amended in this Amendment, the boundary line between Hawthorn Woods and Lake Zurich shall be and remain as established in the Boundary Agreement.

B. Section Three. Section Three of the Boundary Agreement is hereby amended to include a new Subsection which new Subsection I shall hereafter be and read as follows:

I. Route 12 Parcels. Lake Zurich shall cause the Route 12 Parcels, as identified on Attachment 2, to be zoned solely for single-family residential development with a minimum lot size for such development of not less than 20,000 square feet. Further, Lake Zurich shall not provide sanitary sewer services to serve any non-residential uses that first exist on the Route 12 Parcels after June 16, 2003. The Route 12 Parcels shall not be rezoned for non-residential use, and no sanitary sewer services for non-residential uses shall be provided to the Route 12 Parcels, except if, and only if, the Boundary Agreement and this Amendment are properly amended to authorize such rezoning and such sanitary sewer services. Lake Zurich shall promptly provide to Hawthorn Woods a copy of each application received by Lake Zurich for development within the Route 12 Parcels. If any portion of the Route 12 Parcels is developed with play fields or other public open space, it (a) will not have lighting for play fields, but may have security lighting for parking lots and lighting for walkways or buildings that will be used by pedestrians; and (b) will be available to residents of Hawthorn Woods on the same basis as it is available to the residents of Lake Zurich. Such standards shall be incorporated into any annexation or development agreement related to the Route 12 Parcels.

Section 3: Term. This Amendment shall be in full force and effect for the full term of the Boundary Agreement.

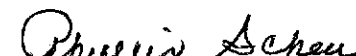
Section 4: Continued Validity of Boundary Agreement. The Boundary Agreement shall be and remain in full force and effect in accordance with its terms, as specifically amended by this Amendment.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

VILLAGE OF HAWTHORN WOODS

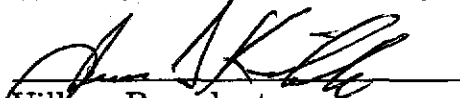

Village President

ATTEST:



Village Clerk

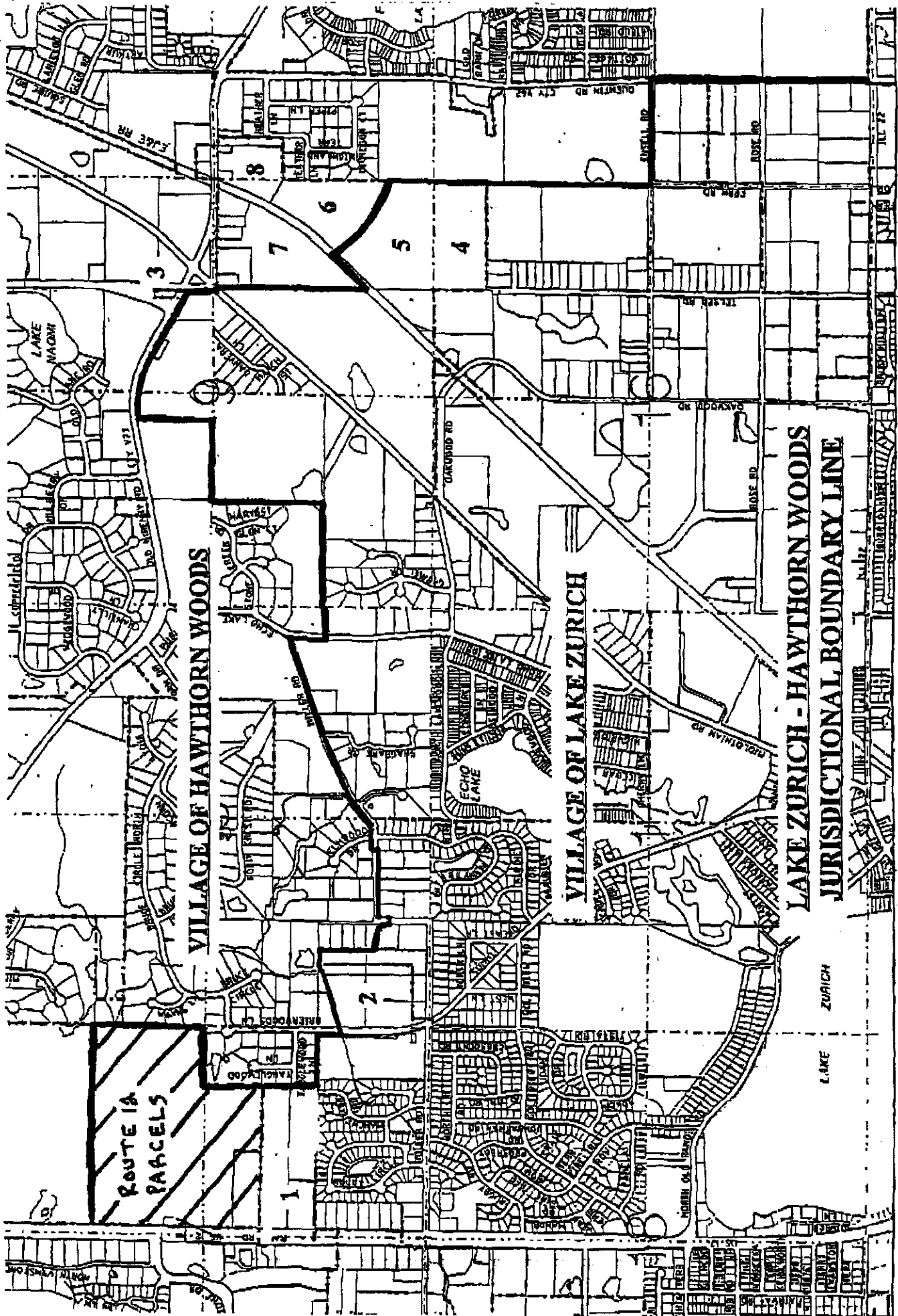


VILLAGE OF LAKE ZURICH

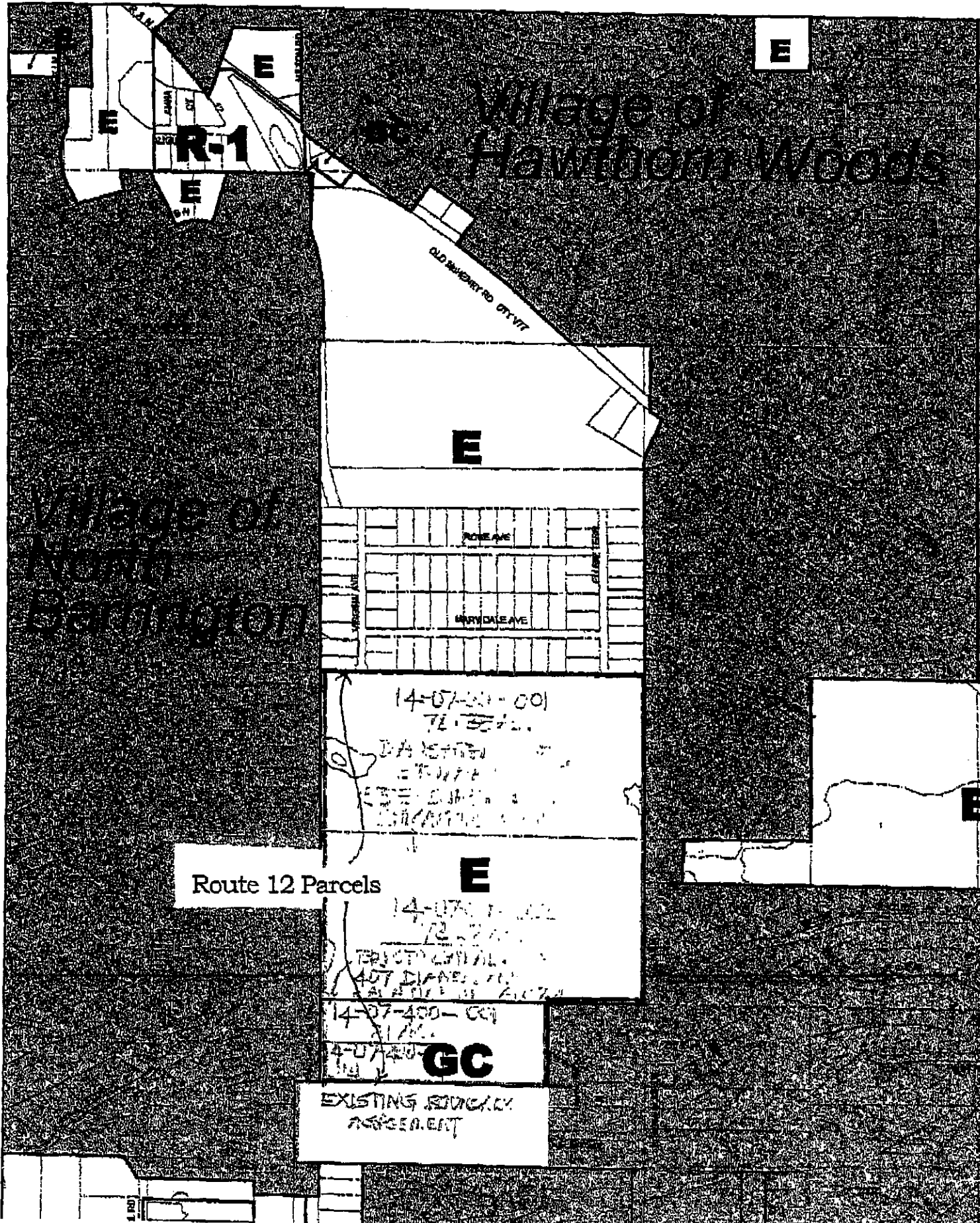

Village President

ATTEST:


Village Clerk



Village of Hawthorn Woods/Lake Zurich
Sewer Agreement
Attachment 2: Route 12 Parcels



Village of Hawthorn Woods
Sewer Service Area Average Daily Flow
 CBBEL Project No. 02-65H2 April 30, 2003

| Property Number Identifier | Property | Zoning and/or Anticipated Use | Gross Area (Acres) | Wetlands & Floodplain (Co-exist) (Acres) | Wetlands (Only) (Acres) | Combined Wetland & Floodplain Area (Acres) | Net Acres (Gross - Combined Wetland & Floodplain) (Acres) | Assumed FAR (ND) | Calculated Building SF | Assumed GPD/SF | Business/ Commercial PE (Equivalent Residential PE) | Housing Density (Units/ Acre) | Gross/ Net Acreage | Number of Units (Rounded to Nearest 5 Units) | Type | Assumed Wastewater Planning Population Density (PE/Unit) | Residential Wastewater Planning PE | Wastewater Usage GPD/PE | Average Daily Flow (GPD) | Equivalent Residential PE | |
|----------------------------|--------------------------------------|-------------------------------|--------------------|--|-------------------------|--|---|------------------|------------------------|----------------|---|-------------------------------|--------------------|--|-------------|--|------------------------------------|-------------------------|--------------------------|---------------------------|--|
| 1 | Dimucci/Taubman | Mixed (formerly shop center) | 25.0 +/- | | | | 25.0 | 0.2 | 217,800 | 0.14 | 305 | | | | | | | | | 30,500 | |
| | | Assumed: 25 Ac B1 | 10.0 +/- | | | | 10.0 | | | | | | | | 40 Townhome | | 3.0 | 120 | 100 | 12,000 | |
| | | 20 Ac Residential 0.5 Ac Lots | 20.0 +/- | | | | 20.0 | | | | | | | | 40 SFU | | 3.5 | 140 | 100 | 14,000 | |
| | | 10 Ac Open Space | 49.0 +/- | | | | 47.3 | | | | | | 0.8 Gross | | 40 SFU | | 3.5 | 140 | 100 | 14,000 | |
| | | Remainder R1 | | | | | | | | | | | | | | | | | | | |
| | | Property Total | 114.0 +/- | 1.2 | 0.5 | 1.7 | 102.3 | | | | | | | | | | | | 70,500 | 705 | |
| 2 | Part of Pavliny Property | School & Residential | 67.0 +/- | 11.9 | 3.9 | 15.8 | 51.2 | | | | | | | | | | | | | | |
| 3 | District 95 - LZ Elementary & Middle | Planned Lift Station | 32.0 +/- | 1.3 | 1.0 | 2.3 | 29.7 | | | | 660 | | | | | | | | 66,000 | 660 | |
| 4 | Jung Property | Service for 660 PE | | | | | | | | | | | | | | | | | | | |
| 4 | Jung Property | R1 One-Family Residential | 40.0 +/- | 7.8 | 0.0 | 7.8 | 32.2 | | | | | 0.8 Gross | | 30 SFU | | 3.5 | 105 | 100 | 10,500 | 105 | |
| 5 | Hummel Parcel | Assumed Senior Community | 20.0 +/- | 0.0 | 0.0 | 0.0 | 20.0 | | | | | | | 40 Units | | 3.0 | 120 | 100 | 12,000 | 120 | |
| 6 | Kemper Lakes | Residential | | | | | | | | | | | | 128 SFU | | 3.5 | 448 | 100 | 44,800 | 448 | |
| | | O - Office Business District | 274.0 +/- | Floodplain/Wetland not Reviewed | | | | | 30,000 | 0.14 | 42 | | | | | | | | 4,200 | 42 | |
| 7 | Manda | Retail/Office | 33.0 +/- | 0.0 | 0.8 | 0.8 | 32.2 | 0.2 | 280,526 | 0.14 | 393 | | | | | | | | 39,300 | 393 | |
| 8 | East of Kemper Lakes | R1 Assumed | 96.0 +/- | Floodplain/Wetland not Reviewed | | | | | | | | 0.8 Gross | | 36 SFU | | 3.5 | 126 | 100 | 12,600 | 126 | |
| 9 | Bresen Lake | R1 Assumed | 128.0 +/- | 34.8 | 3.0 | 37.8 | 90.2 | | | | | 1.0 Net | | 90 SFU | | 3.5 | 315 | 100 | 31,500 | 315 | |
| 10 | Unincorporated Lake County | Gilmer Frontage Assumed | 20.0 +/- | | | | 20.0 | 0.2 | 174,240 | 0.14 | 244 | | | | | | | | 24,400 | | |
| | | Office/Commercial | 50.0 +/- | | | | 25.1 | | | | | 0.8 Gross | | 40 SFU | | 3.5 | 140 | 100 | 14,000 | | |
| | | Remainder Assum Residential | | | | | | | | | | | | | | | | | | | |
| | | Property Total | 70.0 +/- | 23.2 | 1.7 | 24.9 | 45.1 | | | | | | | | | | | | 38,400 | 384 | |
| 11 | Ayoub | O - Office Business District | 30.0 +/- | 0.0 | 0.0 | 0.0 | 30.0 | 0.2 | 261,360 | 0.14 | 366 | | | | | | | | 36,600 | 366 | |
| 12 | Kruger Parcel | O - Office Business District | 20.0 +/- | 0.0 | 0.0 | 0.0 | 20.0 | 0.2 | 174,240 | 0.14 | 244 | | | | | | | | 24,400 | 244 | |
| 13 | Brickman | R3 | 64.0 +/- | 10.3 | 0.0 | 10.3 | 53.7 | | | | | | | 126 Townhome | | 3.0 | 378 | 100 | 37,800 | 378 | |
| 14 | Johnson Parcel | O - Office Business District | 1.0 +/- | Floodplain/Wetland not Reviewed | | | | 0.2 | 8,712 | 0.14 | 12 | | | | | | | | 1,200 | 12 | |
| 15 | Albert Property | B1 - Retail | 20.0 +/- | Floodplain/Wetland not Reviewed | | | | 0.2 | 174,240 | 0.14 | 244 | | | | | | | | 24,400 | | |
| | | R3 - Townhome | 20.0 +/- | Floodplain/Wetland not Reviewed | | | | | | | | | | 50 Units | | 3.0 | 150 | 100 | 15,000 | | |
| | | R1 - SF | 91.0 +/- | Floodplain/Wetland not Reviewed | | | | | | | | 0.8 Gross | | 75 SFU | | 3.5 | 263 | 100 | 26,300 | | |
| | | Property Total | 131.0 +/- | Floodplain/Wetland not Reviewed | | | | | | | | | | | | | | | 65,700 | 657 | |
| | | | | | | | | | | | | | | | | | | | | | |
| Total | | | 1,120 +/- | 90.5 | 10.9 | 101.4 | | | | | 2,510 | | | 735 | | | 2,445 | | 495,500 | 4,955 | |



LEGEND

- SPRAY IRRIGATION SERVICE AREA
- OFFICE
- RESIDENTIAL
- RETAIL/BUSINESS

CB **CHRISTOPHER B. BURKE ENGINEERING LTD.**
 9575 West Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

CLIENT: **Village of Hawthorn Woods**
 2 Lagoon Drive
 847) 438-5500

| | | | |
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| NO. | DA | NATURE OF REVISION | CHKD. |
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| DWN. | |
| CHKD. | |
| SCALE: | 1"=2400' |
| DATE: | APRIL 24, 2003 |

TITLE: **SEWER SERVICE AREA EXHIBIT**

PROJECT NO. 02-65
 SHEET 1 OF 1
 DRAWING NO.