

AGREEMENT FOR RETAIL SANITARY SEWER AND WATER SUPPLY SERVICES TO THE
VILLAGE OF GRAYSLAKE

Entered Into By and Between

The County of Lake

and

The Village of Grayslake

As of

_____, 2026

**AGREEMENT FOR RETAIL SANITARY SEWER AND WATER SUPPLY
SERVICES TO THE VILLAGE OF GRAYSLAKE**

THIS **AGREEMENT FOR RETAIL SANITARY SEWER AND WATER SUPPLY SERVICES TO THE VILLAGE OF GRAYSLAKE** (the "**Agreement**") is made and executed as of this ___ day of _____, 2026, and is made and entered into by and between the COUNTY OF LAKE, an Illinois unit of local government, hereinafter referred to as the "**County**," and the VILLAGE OF GRAYSLAKE, an Illinois municipal corporation, hereinafter referred to as the "**Village**."

RECITALS

1. The public health, welfare, and safety of the residents of the County and the Village require the development of coordinated and adequate systems for the collection and treatment of sewage so as to eliminate pollution of lakes and streams and the provision of safe and sufficient public water supplies.

2. Pursuant to "An Act in Relation to Water Supply, Drainage, Sewage, Pollution, and Flood Control in Certain Counties," as amended, and other applicable statutory authority, the County has established a Department of Public Works for the providing sanitary sewer and water supply services to designated areas of the County, including portions of the Northeast Central Regional Area (as hereinafter defined) established pursuant to the Illinois Water Quality Management Plan, and has prepared plans and programs for providing such services and the related facilities.

3. Pursuant to such plans and programs, the County owns and operates a system of interceptor sanitary sewers to transport sewage in limited portions of the Northeast Central Lake Facilities Planning Area. The County has also entered into an agreement with the North Shore Water Reclamation District ("**NSWRD**"), whereby the NSWRD performs the function of sewage treatment for the County in the Northeast Central Service Area subject to certain fees and conditions as outlined in the NSWRD Agreement as herein defined.

4. Consistent with such plans and programs, the County is a member of the Central Lake County Joint Water Agency ("**CLCJAWA**"), has an existing allocation of Lake Michigan water from the Illinois Department of Natural Resources to serve areas within the Village, and in conjunction with CLCJAWA has constructed, owns, and operates a system of water sources, treatment and storage facilities, and, through its Department of Public Works, has constructed, owns, and operates a system of pumping stations, transmission mains, distribution mains, service lines, hydrants, meters, and other necessary facilities to provide water supply services to limited portions of the County.

5. The Village and the County have previously entered into a special and limited Agreement dated April 9, 1985 providing for water and sewer service by the County to users within certain areas of the Village (the "**Original Agreement**").

6. The Village and County have subsequently amended the Original Agreement, most recently pursuant to a Sixth Amendment dated March 16, 2010, to provide water and sewer

service by the County to users within certain additional areas of the Village (the Original Agreement and all subsequent amendments shall hereinafter collectively be referred to as the "**Prior Retail Agreement**").

7. The Prior Retail Agreement has expired, and the Village has submitted a request to the County to expand the availability of its retail sanitary sewer and water supply services within the Grayslake Retail Service Area.

8. The County's extension of retail sanitary sewer and water supply services will ensure a continued cost-effective and environmentally protective solution to the long-term sewage treatment and water supply needs of certain areas of the Village.

9. Subject to the terms, conditions, and limitations herein specified, the County and the Village desire to enter into this Agreement to permit the Village to continue to obtain retail sanitary sewer and water supply services for the Grayslake Retail Service Area from the County's sewer and water systems serving the Northeast Central Service Area.

10. This Agreement is independent of any agreements between the Village and the County for wholesale sewerage services and any agreements that the Village may have with other sanitary sewerage service providers.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the County and the Village do 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 Biochemical Oxygen Demand (B.O.D.).

The quantity of oxygen, expressed in mg/l, utilized in the biochemical oxidation of organic matter under standard laboratory test procedures in five days at 20° C; provided, however, to the extent that the NSWRD Sewer Ordinance otherwise utilizes this term, the definition in the NSWRD Sewer Ordinance shall apply with respect to matters governed by the NSWRD Sewer Ordinance.

2.2 Collection.

The receipt of Sewage directly from the service connection of an individual Customer and the delivery of such Sewage to the County Northeast Central Interceptors or to any other provider of Transport or Treatment services (including Transport or Treatment services provided by the County via a different County sewerage system).

2.3 **Connection Charges.**

The charges from time-to-time imposed by the County on Customers newly connecting to the County Northeast Central Sewerage or the County Wildwood Waterworks Systems, including the CLCJAWA connection fee, as a condition of such connections.

2.4 **County Northeast Central Interceptors.**

The system of Sanitary Interceptors constructed or to be constructed in or near the Village and to be owned and operated by the County to receive Sewage from the Grayslake Retail Sewage Collection Facilities and other Collection Facilities in the Northeast Central Regional Area for delivery to the NSWRD Gurnee Plant.

2.5 **County Northeast Central Sewerage System.**

The County Northeast Central Interceptors, and all other Sanitary Sewers, lift stations, connection facilities, and related facilities, as well as associated land, easements, and rights-of-way, that the County, from time-to-time, owns or operates for the purpose of, or related to, Collecting, Transporting and Treating Sewage within the Northeast Central Regional Area to the NSWRD Gurnee Plant. In addition, upon the County's acceptance of ownership of the Grayslake Retail Sewage Collection Facilities, or any portion of them, such facilities, or such portion of them as are assumed by the County, shall become part of the County Northeast Central Sewerage System.

2.6 **County Wildwood Waterworks System.**

All wells or other sources of water and related facilities; all connection points and related facilities; all treatment plants and related facilities; all pumping stations and related facilities; all elevated tanks, standpipes, ground storage reservoirs, and related facilities; all water transmission and distribution mains, service lines, hydrants, and related facilities; and all metering equipment and related facilities, as well as associated lands, easements, and rights-of-way, that the County, from time-to-time, owns or operates for the purpose of, or relating to, providing Water Supply Services in the Grayslake Retail Water Supply Facilities, or any portion of them, such Facilities, or such portion of them, shall become part of the County Wildwood Waterworks System.

2.7 **County Sewer and Water Ordinances.**

An ordinance entitled "An Ordinance Regulating the Use of Public and Private Sewer and Drains, Private Sewage Disposal, the Installation and Connection of Building Sewers, and the Discharge of Waters and Wastes into the Public Sewer Systems of the County of Lake in the State of Illinois," enacted by the County on and dated February 9, 1988, together with all such amendments thereto as have been or may be enacted from time-to-time, and any and all other ordinances adopted or rules promulgated by the County relating in any way to the County Northeast Central Sewerage System or to the Collection, Transport, Pretreatment, or Treatment of Sewage in the County and also any and all ordinances adopted or rules promulgated by the County or CLCJAWA relating in any way to the use, operation, or management of the County Wildwood Waterworks System or to the provision of Water Supply Service.

2.8 **Customer.**

Any dwelling, business, office, industrial, institutional, or other building, facility, or entity located in the Northeast Central Regional Area that discharges Sewage, either directly or indirectly, into the County Northeast Central Sewerage System or that accepts water, either directly or indirectly, from the County Wildwood Waterworks System.

2.9 **Effective Date.**

The date on which this Agreement shall become effective pursuant to Subsection 10.8.A of this Agreement.

2.10 **Force Majeure.**

Strikes; lock-outs; acts of God; inability to obtain labor or materials; changes in applicable law; orders of the United States, State of Illinois, or other civil or military authority; enemy action; civil commotion; fire; unavoidable casualty; or other similar events or circumstances.

2.11 **Grayslake Retail Service Area.**

Such portions of the areas outlined and shaded on Exhibit A attached hereto (inclusive of the shaded areas designated as "Proposed Retail Service Areas") as are, from time-to-time, located within the Northeast Central Regional Area and within the corporate limits of the Village.

2.12 **Grayslake Retail Sewage Collection Facilities.**

All Sanitary Sewers, lift stations, connection facilities, and related facilities (as well as associated land, easements, and rights-of-way), whether located within or outside of the Grayslake Retail Service Area, necessary to Collect Sewage from individual Customers located within the Grayslake Retail Service Area and to deliver such Sewage, directly or indirectly, to the County Northeast Central Interceptors (as the case may be) in accordance with the County Sewer and Water Ordinances, all other applicable laws, ordinances, and regulations, and sound engineering practices. The Grayslake Retail Sewage Collection Facilities are to be dedicated to the County and to become part of the County Northeast Central Sewerage System as provided in Article III of this Agreement.

2.13 **Grayslake Retail Sewage Collection Facilities Cost.**

The entire actual cost of designing, constructing, installing, and placing in operation any Grayslake Retail Sewage Collection Facilities or a portion of such Facilities necessary or convenient to serve a particular property for which Sanitary Sewer Service is being sought.

2.14 **Grayslake Retail Water Supply Facilities.**

All wells or other sources of water and related facilities; all connection points and related facilities; all treatment plants and related facilities; all pumping stations and related facilities; all elevated tanks, standpipes, ground storage reservoirs, and related facilities; all water transmission and distribution mains, service lines, hydrants, and related facilities; and all metering equipment and related facilities, as well as associated lands, easements, and rights-of-way, whether located within or without the Grayslake Retail Service Area, necessary to secure and

deliver a safe, sufficient, and reliable supply of potable water to Customers within the Grayslake Retail Service Area in accordance with the County Sewer and Water Ordinances, all other applicable laws, ordinances, and regulations, and sound engineering practices. The Grayslake Retail Water Supply Facilities are to be dedicated to the County and to become part of the County Wildwood Waterworks System as provided in Article III of this Agreement.

2.15 **Grayslake Retail Water Supply Facilities Cost.**

The entire actual cost of designing, constructing, installing, and placing in operation the Grayslake Retail Water Supply Facilities or a portion of such facilities necessary or convenient to serve a particular property for which Water Supply Service is being sought.

2.16 **Industrial Waste.**

Liquid and water-carried waste discharged, permitted to flow, or escaping from any non-residential Customer.

2.17 **Infiltration Water.**

Water other than wastewater that enters a sewerage system from the ground through such means as defective pipes, pipe joints, connections, or manholes.

2.18 **Inflow.**

Water other than wastewater that enters a sewerage system from sources such as roof leaders, drains, manhole covers, cross connections between storm and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage.

2.19 **Northeast Central Regional Area.**

The Northeast Central Lake Facilities Planning Area as established in the Illinois Water Quality Management Plan, as such plan may be amended from time-to-time.

2.20 **NSWRD.**

The North Shore Water Reclamation District in Lake County, Illinois.

2.21 **NSWRD Agreement.**

That certain agreement between the County and NSWRD dated November 1, 2015 (and amendments or renewals thereto that may be entered into from time-to-time) providing *inter alia* for the treatment and disposal of sewage delivered from the County NEC Collection System to the NSWRD Gurnee Plant.

2.22 **NSWRD Gurnee Plant.**

The wastewater treatment plant in Gurnee constructed, owned, and operated by the NSWRD to which the County Northeast Central Sewerage System and the County Northeast Central Interceptors are tributary, together with any associated facilities and additions to or extensions of such plant or of such facilities owned and operated by the NSWRD.

2.23 **Meter.**

Any device used to measure flow.

2.24 **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 (B.O.D.) and 0.20 pounds of total Suspended Solids. The P.E. for a discharger of Industrial Waste shall be based on the highest of the flow, B.O.D., and total Suspended Solids.

2.25 **Pretreated Sewage.**

Sanitary Sewage or Industrial Waste that has been subjected to Pretreatment.

2.26 **Pretreatment.**

The process, or any portion of the process, of changing the physical, chemical, or biological character of Sanitary Sewage or Industrial Waste so as to meet the pretreatment standards promulgated under Section 307(b) and 307(c) of the Federal Clean Water Act, or any amendment thereto, as well as any pretreatment standards heretofore or hereafter established in the County Sewer and Water Ordinances or applicable NSWRD Ordinances.

2.27 **Properly Shredded Garbage.**

Garbage that has been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than 1/2 inch in any dimension.

2.28 **Sanitary Sewage.**

Liquid and water-carried waste and Properly Shredded Garbage discharged from the plumbing fixtures of dwellings and other buildings, but not including Industrial Waste; provided, however, to the extent that the NSWRD Sewer Ordinance otherwise utilizes this term, the definition in the NSWRD Sewer Ordinance shall apply with respect to matters governed by the NSWRD Sewer Ordinance.

2.29 **Sanitary Sewer.**

Any sewer that carries Sewage.

2.30 **Sanitary Sewer Service.**

The Collection, Transport, Pretreatment, and Treatment of Sewage, or any combination of one or more of such activities.

2.31 **Sewage.**

Sanitary Sewage, Industrial Waste, and Pretreated Sewage, together with such Infiltration Water as may be permitted under the County Sewer and Water Ordinances or the NSWRD Agreement; provided, however, to the extent that the NSWRD Sewer Ordinance

otherwise utilizes this term, the definition in the NSWRD Sewer Ordinance shall apply with respect to matters governed by the NSWRD Sewer Ordinance.

2.32 **Sewer Connection Charges.**

The charges from time-to-time imposed by the County on Customers newly connecting to the County Northeast Central Sewerage System as a condition of such connections.

2.33 **Sewer User Fee.**

The standard rate charged by the County (which include applicable County and NSWRD fees, as the case may be) in the County Sewerage System for Collection, Transport, and Treatment of Sewage of a specified volume, strength, and composition.

2.34 **Suspended Solids.**

Nonfilterable solids that either float on the surface of, or are in suspension in, Sewage or other liquids; provided, however, to the extent that the NSWRD Sewer Ordinance otherwise utilizes this term, the definition in the NSWRD Sewer Ordinance shall apply with respect to matters governed by the NSWRD Sewer Ordinance.

2.35 **Transport.**

The conveyance of Sewage from the point or points of discharge of the Grayslake Retail Sewage Collection Facilities to the NSWRD Gurnee Plant (as the case may be) or to any other provider of Treatment service.

2.36 **Treatment.**

The process, or any portion of the process, of changing the physical, chemical, or biological character or composition of Sanitary Sewage or Industrial Waste not requiring Pretreatment under the standards of the County Sewer and Water Ordinances or the Federal Clean Water Act, or of Pretreated Sewage, so as to meet regulatory requirements.

2.37 **Water Supply Service.**

The delivery of water from the County Wildwood Waterworks System, or any other public or private water service, to Customers.

2.38 **Water User Fee.**

The standard rate charged by the County for the distribution and delivery of water of a specified volume.

2.39 **County System**

As may be used from time to time in this Agreement, the County Northeast Central Sewerage System, the County Wildwood Waterworks System, or both such systems.

ARTICLE III

Facilities

3.1 Grayslake Retail Sewage Collection Facilities and Retail Water Supply Facilities.

A. Village Obligations.

The Village shall adopt, approve, and from time-to-time amend all ordinances, regulations, and agreements and take all other action necessary (the "**Extension Rules**") to require all owners, subdividers, and developers of property within in the Grayslake Retail Service Area, as a condition of development or subdivision of such property, to effect the design, construction, installation, and dedication to the County of all portions of the Grayslake Retail Sewage Collection System and Grayslake Water Supply Facilities that are deemed necessary by the County to serve such property in accordance with this Agreement, the County Sewer and Water Ordinances, all applicable NSWRD Ordinances, all other requirements of law, and sound engineering practices (a "**Service Extension**") in accordance with the Service Extension Requirements as hereinafter defined. The Village must require a Service Extension to be completed as a condition to a property owner or developer receiving any subdivision, planned development, or other development approval for such property from the Village if the property is not currently connected to and receiving service from the County but is located within the Grayslake Retail Service Area and the property wishes to receive Sanitary Sewer or Water Supply Service for such property from the County System. As part of any Service Extension, a property owner or developer must undertake, or cause to be undertaken, at least the following work relating to the Grayslake Retail Sewage Collection and Water Supply Facilities as the County deems necessary or convenient to serve such property (collectively, the "**Service Extension Requirements**"):

1. Obtain engineering services, from a firm with appropriate experience and acceptable to the County, for the design, plans and specifications, and construction of the Grayslake Retail Sewage Collection and Water Supply Facilities necessary or convenient to serve such property;
2. Obtain and convey to the County, on such forms as may be acceptable to the County, all easements, rights-of-way, licenses, and other property rights that are necessary or convenient to construct, install, operate, and maintain the Grayslake Retail Sewage Collection and Water Supply Facilities necessary or convenient to serve such property, including the preparation of appropriate surveys, agreements, and other relevant documents;
3. Negotiate, prepare, and enter into, on such forms as may be acceptable to the County and with firms acceptable to the County, all contracts necessary in connection with the construction and installation of the Grayslake Retail Sewage Collection and Water Supply Facilities necessary or convenient to serve such property;
4. Secure, on behalf of itself, the County, the Village, and all other necessary parties, all permits, approvals, and authorizations that may be necessary or appropriate to construct, install, and operate the Grayslake Retail Sewage Collection and Water Supply Facilities necessary or convenient to serve such

property;

5. Submit to the County, for the County's review and approval, all preliminary and final engineering plans, drawings, and specifications, all contract documents, and all permit applications for all portions of the Grayslake Retail Sewage Collection and Water Supply Facilities necessary or convenient to serve such property;

6. Convey, or caused to be conveyed, to the County all right, title, and interest in all portions of the Grayslake Retail Sewage Collection and Water Supply Facilities necessary or convenient to serve such property as and when such facilities, or portions of them, have been completed in accordance with the requirements of this Agreement and have been approved by the County as being in full compliance with this Agreement, all applicable contracts, plans, and specifications, the County Sewer and Water Ordinances, and all other requirements of law; and

7. Perform all other activities necessary or convenient in connection with the design, construction, installation, and placing into service of all portions of the Grayslake Retail Sewage Collection and Water Supply Facilities necessary or convenient to serve such property, including associated administrative activities.

8. Reimburse the County for all of the County's costs and expenses associated with a Service Extension or the completion of the Service Extension Requirements.

9. Demonstrate to the County's reasonable satisfaction that such Service Extension shall not require the County to collect or accept Sewage from the Grayslake Retail Service Area in excess of 4,159 P.E. as illustrated in Exhibit B attached hereto and entitled "Grayslake Retail Service Area Service Limitations" (provided, however, that nothing in this Agreement shall preclude the County from collecting or accepting more than 4,159 P.E. of Sewage, and provided further that the allocations of P.E. to particular parcels on Exhibit B are illustrative only).

10. Demonstrate to the County's reasonable satisfaction that any such Service Extension shall provide for appropriate staging of construction and related activities.

11. The Village herein also agrees that all future retail sewage and water customers within its boundaries: shall be serviced in like manner and bound by the County rules and regulations.

B. County Rights.

The Extension Rules shall provide for and require the orderly expansion of the County Northeast Central Sewerage System and the County Wildwood Waterworks System in accordance with the County Sewer and Water Ordinances, all applicable NSWRD Ordinances, all other requirements of law, and sound engineering practices and shall, when necessary for such purpose, require appropriate oversizing of facilities and may, in connection with such oversizing, provide rights of recapture to the extent permitted by Illinois law and authorized by the County. Such Extension Rules shall further provide that the County shall have the following rights with respect to

all work required pursuant to this Section 3.1:

1. The right to review, comment on, and approve all designs, all plans and specifications, all contract documents, and all easements, rights-of-way, licenses and other property rights required to be prepared or supplied pursuant to this Subsection 3.1.A;
2. The right to review, comment on, and approve all permit applications required to be filed pursuant to this Subsection 3.1.A; and
3. The right to conduct such inspections of the work required to be performed pursuant to Subsection 3.1.A as the County may deem necessary or appropriate to protect its interests.
4. The right to refuse to approve any proposal to extend the Grayslake Retail Sewage Collection and Water Supply Facilities to areas outside of the Grayslake Retail Service Area or in an amount in excess of 4,159 P.E.
5. The right to require any developer to submit a letter of credit (or other form of security acceptable to the County) to the County in the amount of 110% of the cost of the construction of the facilities necessary for a Service Extension.

C. **County Obligations.** Subject to the conditions and limitations set forth in Article V and to the other terms and conditions of this Agreement, the County shall have the following obligations with respect to such work:

1. The obligation in a timely manner to approve, when completed in accordance with this Agreement, the County Sewer and Water Ordinances, all applicable NSWRD Ordinances, all other requirements of law, and sound engineering practices, all designs, plans, specifications, contract documents, easements, rights-of-way, licenses, and other transfers of property rights required to be prepared or supplied pursuant to Subsection 3.1.A above;
2. The obligation in a timely manner to execute, when completed in accordance with this Agreement, the County Sewer and Water Ordinances, all other requirements of law, and sound engineering practices, all permit applications required to be filed pursuant to Subsection 3.1.A above, but only when the signature of the County is required by the permitting agency; and
3. The obligation to accept ownership of the Grayslake Retail Sewage Collection and Water Supply Facilities, or portions of them, when, but only when, satisfied, in its reasonable discretion, that (a) the Grayslake Retail Sewage and Water Supply Collection Facilities, or portions of them, have been completed in accordance with the requirements of this Agreement, the County Sewer and Water Ordinances, all applicable NSWRD Ordinances, all other requirements of law, and sound engineering practices, as well as all plans, specifications, and contract documents, and (b) all costs and expenses associated with the Grayslake Retail Sewage Collection and Water Supply Facilities, or the portion of them to be accepted by the County, have been paid in full.

D. **Village Reporting.** The Village shall notify the County of any building permit

application filed by or on behalf of any Customer within the Grayslake Retail Service Area within 15 days after such filing.

3.2 **Payment and Guaranty of Costs.**

The Village shall adopt and approve all ordinances, regulations, and agreements, and take all other action necessary, to require the owner, subdivider, or developer of any property in the Grayslake Retail Service Area, in connection with the development of such property and as a condition to receiving (i) any subdivision, planned development, or other development approval for such property from the Village or (ii) Sanitary Sewer or Water Supply Service for such property from the County Northeast Central Sewerage System and County Wildwood Waterworks System, to pay, or cause to be paid, the full Grayslake Retail Sewage Collection Facilities Cost and the full Grayslake Retail Water Supply Facilities Cost for all portions of the Grayslake Retail Sewage Collection and Water Supply Facilities necessary or convenient to serve such property. As a condition to granting any subdivision, planned development, or other development approval for any property that will connect to the County Northeast Central Sewerage System or the County Wildwood Waterworks System within the Grayslake Retail Service Area, the Village shall require the owner, subdivider, or developer seeking such approval to deposit with the County a letter of credit, in a form satisfactory to the County and with a bank approved by the County, in the amount of 110 percent of the aforesaid Grayslake Retail Sewage Collection and Water Supply Facilities Costs, which letter of credit shall be so conditioned, to the satisfaction of the County, as to ensure completion of those portions of the Grayslake Retail Sewage Collection and Water Supply Facilities necessary or convenient to serve such property. Nothing in this Section 3.2 shall preclude the County from accepting, in its sole discretion, such other form of security in lieu of a letter of credit.

ARTICLE IV

SANITARY SEWER AND WATER SUPPLY SERVICE

4.1 **County Obligations.**

A. **Service**

The County will provide direct Retail Sanitary Sewer and Water Supply Service to Customers currently connected to the Grayslake Retail Sewage Collection and Water Supply Facilities within the Grayslake Retail Service Area, subject to and in accordance with the County Sewer and Water Ordinances, and the terms of this Agreement. Any Customer not currently connected to and receiving service from the County System must meet the conditions established in this Agreement prior to receiving Sanitary Sewer and Water Supply Service.

B. **Operation and Maintenance.**

After the Grayslake Retail Sewage Collection Facilities and the Grayslake Retail Water Supply Facilities, or any portion of them, have been conveyed to, accepted, and placed in service by the County pursuant to Article III of this Agreement, the County shall, subject to the conditions precedent and limitations set forth in Article V of this Agreement, and to the other terms and conditions of this Agreement, use its best efforts to operate and maintain the County Northeast Central Sewerage and the County Wildwood Waterworks Systems in accordance with

its customary practices, good engineering practices, and all applicable requirements of law. Use of the County Northeast Central Sewerage and the County Wildwood Waterworks Systems shall be governed by the County Sewer and Water Ordinances, and this Agreement.

4.2 **Village Obligations.**

Except as provided in Section 4.3 of this Agreement or with the prior written consent of the County, the Village shall not, at any time during the term of this Agreement, (i) offer, authorize, or permit any Sanitary Sewer or Water Supply Service within the Grayslake Retail Service Area other than such Service as is delivered by the County by and through the County System; (ii) construct, or cause, permit, or consent to the construction of, any Sanitary Sewers or Treatment facilities (other than the County Northeast Central Sewerage System) or any facilities designed or intended to provide Water Supply Service (other than the County Wildwood Waterworks System) within the Grayslake Retail Service Area; or (iii) deliver, or permit the delivery of Sewage from the Grayslake Retail Service Area to any Sanitary Sewer or Treatment facility other than the County Northeast Central Sewerage System; or (iv) accept Water Supply Service from any waterworks system other than the County Wildwood Waterworks System without, in each such case, the prior written consent of the County.

4.3 **Alternative Sanitary Sewer and Water Supply Services.**

- A. **Limited Right to Use Other Facilities.** If, at any time prior to the time the Village is delivering to the County System the maximum flow permitted under Section 5.3 of this Agreement, the County is unable to provide Sanitary Sewer Service necessary for all Sewage from the Grayslake Retail Service Area in accordance with this Agreement, the Village may, upon proper notice as provided in Subsection B of this Section 4.3, and without the consent of the County, make alternate arrangements for Treatment of such Sewage from the Grayslake Retail Service Area that the County is unable to provide. For the purpose of this Section 4.3.A:
- a. the County's ability to provide Sanitary Sewer Service shall be without regard to any expansion of the County Northeast Central Sewerage System, except as the County determines in its sole discretion is necessary or desirable; and
 - b. the County's inability to provide Sanitary Sewer Service shall include:
 - i. a lack of capacity in, constraints upon service capabilities of, or existing commitments to capacity within the County Northeast Central Sewerage System, or any portion thereof needed or useful to provide Sanitary Sewer Service for the Grayslake Retail Service Area; or
 - ii. conditions that would cause or require the County to expand or modify the County Northeast Central Sewerage System, or any portion thereof, or otherwise expend funds or commit resources in order to provide the requested Sanitary Sewer Service; or
 - iii. a determination by the County that conditions and/or

circumstances that make relating to a developer's construction of a sanitary sewer line and/or lift station, or other items deemed necessary, for a proposed development to connect to the County Northeast Central Sewerage System, or any portion thereof would be cost prohibitive or economically impractical.

B. **Required Notice.** Any notice required pursuant to Subsection 4.3.A of this Agreement shall be in writing and shall be delivered to the County not less than 90 days before the Village enters into any contract or other arrangement for Treatment of Sewage from the Grayslake Retail Service Area by any Sanitary Sewer Service provider other than the County. Such notice shall specify the amount of Sewage that the Village intends to deliver to any other Sanitary Sewer Service provider and the basis for the Village's conclusion that the County will not or cannot provide Sanitary Sewer Service for such Sewage. If, within 90 days after such notice is delivered to the County, the County agrees in writing to provide the required Sanitary Sewer Service, the Village shall be required to take such Service from the County pursuant to this Agreement rather than from any other service provider. Otherwise, the Village shall have no obligation to deliver such additional amount of Sewage (as set forth in the notice) to the County System.

C. **Septic Systems.** Notwithstanding any provisions in this Agreement to the contrary, residential septic systems serving only one detached single family dwelling on a lot of at least 40,000 square feet in area and any other septic systems that may from time to time receive written approval from the County and NSWRD shall not be considered to be Treatment facilities for the purposes of this Section.

4.4 **Other Agreements and Laws.**

Nothing in this Agreement shall be construed or interpreted as a waiver by the County of its rights under any other agreement or law governing the County's right to provide Sanitary Sewer or Water Supply Services within any portion of the County, including the Grayslake Retail Service Area.

4.5 **Expansion Limitations.**

Notwithstanding anything in this Article IV to the contrary, the Village shall not expand the Grayslake Retail Service Area without the express written consent of the County; in assessing whether to consent to any such expansion, the County shall apply the standards set forth in its "Considerations and Principles Relating To Intergovernmental Agreements For Sewer and Amendments To Existing Agreements," a copy of which is attached hereto as Exhibit C (the "**Amendment Criteria**"). The County reserves the right to demand a new and separate service agreement (or an amendment to this Agreement) for any area served by an expansion of a Grayslake Retail Service Area.

ARTICLE V

CONDITIONS OF, AND LIMITATIONS ON, COUNTY PERFORMANCE

5.1 Conditions Beyond County's Control.

The County shall not be responsible for any failure to perform the undertakings, obligations, and commitments assumed by it pursuant to this Agreement caused by a Force Majeure.

5.2 Conditions Precedent to County Performance.

Notwithstanding any other provision of this Agreement, the right of the Village or any Customer located within the Grayslake Retail Service Area to receive Sanitary Sewer and Water Supply Services from the County pursuant to this Agreement, and the County's obligation to provide Sanitary Sewer and Water Supply Services within the Grayslake Retail Service Area, shall be subject to all of the following conditions precedent having first been satisfied:

1. Receipt by the County, at no expense to the County, of all necessary governmental approvals to operate all of the components of the County Northeast Central Sewerage System and the County Wildwood Waterworks System (including the Grayslake Retail Sewage Collection and Water Supply Facilities) as may be necessary to provide Sanitary Sewer and Water Supply Service to the Grayslake Retail Service Area, or the portion of such Service Area for which such Services are being sought, pursuant to this Agreement.
2. Receipt by the County, at no expense to the County and by documents reasonably satisfactory to the County, of any and all easements, licenses, and permits, whether across private property, Village property, or other public property, including public streets, that the County determines in its sole discretion are necessary for the construction, installation, operation, maintenance, repair, removal, or replacement of any of the components of the County Northeast Central Sewerage System and the County Wildwood Waterworks System (including the Grayslake Retail Sewage Collection and Water Supply Facilities), or the portions of such Systems to be placed in service, and any facilities related thereto to be owned or maintained by the County.
3. Construction and dedication to the County, at no expense to the County, of all future portions of the Grayslake Retail Sewage Collection and Water Supply Facilities necessary to provide the Sanitary Sewer or Water Supply Services being sought, including any Service Extension Requirements required under Subsection 3.1.A of this Agreement.
4. Completion of all work required under Section 5.2(3) above:
 - (a) pursuant to applications, designs, plans, specifications, and contract documents that have been reviewed and approved by the County, which approval shall not be unreasonably delayed or withheld;
 - (b) pursuant to permits issued by the County to the extent such permits are

required by County Sewer and Water Ordinances;

- (c) in accordance with all applicable laws and regulations, including specifically, but without limitation, the County Sewer and Water Ordinances;
 - (d) subject to inspection by the County to ensure compliance with the requirements of this Section 5.2 and with the other terms and conditions of this Agreement and the County Sewer and Water Ordinances; and
 - (e) in a manner acceptable to the County and in accordance with sound engineering practices.
5. Transfer to the County, at no expense to the County of all future portions of the Grayslake Retail Sewage Collection and Water Supply Facilities necessary to provide the Sanitary Sewer and Water Supply Service being sought.
 6. The ability of the County to provide Sanitary Sewer and Water Supply Services as required by this Agreement without violating any applicable laws or regulations.
 7. All other terms and conditions of this Agreement.

5.3 **Limitations on County Service.**

Notwithstanding any other provision of this Agreement, the right of the Village or any Customer located within the Grayslake Retail Service Area to receive Sanitary Sewer and Water Supply Services from the County, and the County's obligation to provide Sanitary Sewer and Water Supply Services within the Grayslake Retail Service Area, shall be subject to the following limitations and conditions:

1. The points of connection between the Grayslake Retail Sewage Collection Facilities and the County Northeast Central Interceptors and between the Grayslake Retail Water Supply Facilities and any portion of the County Wildwood Waterworks System (or such other facilities of the County System, as the case may be) shall, unless otherwise authorized in writing by the County Director of Public Works, be made within the limits of the Grayslake Retail Service Area, but the precise number, size, and location of such connections shall be determined by the County after consultation with the Village in accordance with sound engineering practices.
2. Notwithstanding anything in this Agreement to the contrary, the County shall not be required to collect or accept Sewage from any parcels within the Grayslake Retail Service Area in excess of 4,159 P.E. To the extent that system improvements are required to accommodate Sanitary Sewage in an amount up to (or, in the County's discretion, in excess of) 4,159 P.E. from the Grayslake Retail Service Area, the County has no obligation to finance such improvements, and the County shall make such improvements only to the extent that the Village or Customer special Connection Charges or surcharges fully finance the cost of such improvements.
3. The Sanitary Sewer and Water Supply Services to be provided by the

County pursuant to this Agreement shall be on a first come-first serve basis and within the limits of available capacity.

4. The Sanitary Sewer and Water Supply Services to be provided by the County pursuant to this Agreement shall be subject to the County Sewer and Water Ordinances, all applicable NSWRD Ordinances, and all other applicable laws, ordinances, rules, and regulations, including any Pretreatment standards.

5. The Sanitary Sewer Service to be provided by the County pursuant to this Agreement shall be subject to all other terms and conditions of this Agreement. The Water Supply Services to be provided by the County pursuant to this Agreement shall be subject to the County and the Village obtaining permission and approval from CLCJAWA for the County to provide such services.

ARTICLE VI

COUNTY CHARGES AND FEES

6.1 Service Conditioned on Payment.

Notwithstanding any other provision of this Agreement, the County shall have no obligation to provide Sanitary Sewer or Water Supply Service to any Customer located within the Grayslake Retail Service Area unless all County Connection Charges and Sewer and Water User Fees required by the County for such Services have been paid; except that those Customers lawfully receiving Sanitary Sewer and Water Supply Service through the Grayslake Retail Sewage Collection and Water Supply Facilities as of the date of this Agreement shall not be required to pay any Connection Charge with respect to the continuation of such Sanitary Sewer and Water Supply Service.

6.2 Connection Charges

A. Sanitary Sewer Connection Charges. Every Customer located within the Grayslake Retail Service Area hereafter connecting, either directly or indirectly, to the County Northeast Central Sewerage System shall pay to the County a Connection Charge at the same rate as the County from time-to-time charges for similar Sanitary Sewer Services provided by the County through the County System. In addition, there are NSWRD Connection Charges that include all costs to be paid by a Customer to the NSWRD in order to obtain a "District Connection Permit" as required under this Agreement and Section 3.1 of the NSWRD Agreement. The County shall be solely responsible for setting, billing, and collecting all County Sanitary Sewer Connection Charges.

B. Water Supply Connection Charges. Every Customer located within the Grayslake Retail Service Area connecting, either directly or indirectly, to the County Wildwood Waterworks System shall pay to the County a Connection Charge at the same rate as the County from time-to-time charges for similar Water Supply Services provided by the County through the County Wildwood Waterworks System, which connection charge shall include the applicable CLCJAWA connection fee. The County shall be solely responsible for setting, billing and collecting all Water Supply Connection Charges.

C. Supplemental Connection Fees. Notwithstanding the fact that a Customer has previously paid a Connection Charge for Sanitary Sewer Service, the County reserves the right to impose a "**Supplemental Connection Fee**" upon such Customer in accordance with regulations

of the Illinois Environmental Protection Agency ("**IEPA**") or County Sewer Ordinances applicable to Customers located within the Northeast Central Regional Area, including without limitation in the following instances:

- (i) If a sewer connection application submitted by or on behalf of a Customer to either the Village or the County does not accurately reflect the use, size, or P.E. of such Customer, such Customer shall pay the County a Supplemental Connection Fee based upon the difference in P.E. between (a) the P.E. that should have been the basis for the original Connection Charge if the application for sewer connection had been accurate, and (b) the P.E. used to calculate the original Connection Charge; or
- (ii) If a Customer's actual Sewage P.E. exceeds the Sewage P.E. set forth in the permit application for such Customer by more than 15 P.E. (unless such Customer promptly implements measure to effectively reduce its P.E. after notice from the County), then such Customer shall pay the County a Supplemental Connection Fee based upon the difference in P.E. between (a) the permitted P.E. employed in the permit application for such Customer, and (b) the actual Sewage P.E. discharged by the Customer.
- (iii) Upon any new, modified, expanded, or changed use of the site of any Customer (other than a Customer whose use is a detached single-family residence), such Customer (and the Village, to the extent that it is aware) shall promptly notify the County, and the County shall determine whether the Sewage P.E., permitted and/or actual, from such Customer is consistent with the Connection Charge previously paid and permitted for the site from which such Customer operates. If not, a Supplemental Connection Fee shall be assessed against such Customer based on such new, modified, expanded, or changed use of the Customer's site in accordance with the County Sewer Ordinances in effect at the time of such determination.

The Supplemental Connection Fee shall be based on the Connection Charges in effect at the time of payment of such Supplemental Connection Fee. Any Customer who fails either to reduce its discharge or modify its use of the site to be in conformance with the paid and permitted P.E. or to pay a Supplemental Connection Fee under this Section 6.2 shall have no right to continued Treatment service, and the Parties agree to take (or cause to be taken) progressive enforcement action against such Customer for such failure, which enforcement may include termination of the Customer's water and/or sewer service for non-compliance.

6.3 **Sewer and Water User Fees.**

A. **Sewer User Fees.** The County shall issue bills for and shall be entitled to payment of, and every Customer located within the Grayslake Retail Service Area shall pay to the County, Sewer User Fees based upon the actual volume, strength, and composition of Sewage delivered to the County System from such Customer. The County shall be solely responsible for setting, billing, and collecting Sewer User Fees.

B. **Water User Fees.** The County shall issue bills for, and shall be entitled to payment of, and every Customer located within the Grayslake Retail Service Area shall pay to the County, Water User Fees based upon the actual volume of water delivered from the County Wildwood Waterworks System to each Customer located within the Grayslake Retail Service Area. The County shall be solely responsible for setting, billing, and collecting Water User Fees.

C. **Level of Fees.** Sewer and Water User Fees shall be uniform for all

similarly-situated Customers of the County Northeast Central Sewerage System and the County Wildwood Waterworks System receiving similar service. Such Sewer and Water User Fees shall at all times be set at levels designed to assure that the County revenues from such Fees will always be sufficient, when considered in light of any other monies legally available for and applied to such purposes, (i) to provide adequate and proper levels of service; (ii) to pay the County's costs of maintenance, repair, replacement, and operation and all applicable NSWRD or CLCJAWA fees and charges; (iii) to pay the principal of, and premiums and interest upon, bonds secured, in whole or in part, by the revenues of the County Northeast Central Sewerage System or the County Wildwood Waterworks System, as the case may be; (iv) to provide a reasonable depreciation fund; and (v) to provide such other reserves and sinking funds as may be deemed necessary or desirable by the County for the payment of such bonds and for the replacement, extension, or improvement of the County Northeast Central Sewerage System or County Wildwood Waterworks System, as the case may be. To the extent there are any expenses uniquely and specifically related to a particular Customer or subset of Customers, a fee or surcharge sufficient to cover such expenses may be assessed against such Customer or Customers as part of their Sewer or Water User Fees.

6.4 **Metering.**

The County shall have the right to establish and enforce requirements for all Customers located within the Grayslake Retail Service Area for the installation, calibration, inspection, maintenance, repair, and replacement of Meters to measure each Customer's Sewage or water use for billing and other purposes. Nothing in this Section 6.4 shall be deemed to limit the County's ability to estimate any Customer's water consumption for purposes of establishing Sewer or Water User Fees.

6.5 **Cooperation with Service Termination.**

A. **Public Purpose.** The Parties acknowledge and agree that: (i) Customers have an obligation to pay the Sewer User Fees for Sanitary Sewer Service and Water User Fees for Water Supply Service; (ii) Customers have an obligation to abide by the terms of Sanitary Sewer and Water Supply Services that the County establishes from time-to-time; and (iii) the County shall have no duty to continue to provide Sanitary Sewer and Water Supply Services to Customers who fail to pay amounts due with respect to such services, or who otherwise fail to abide by the County's terms of Sanitary Sewer and Water Supply Services (a "***Non-Compliant Customer***"). The Parties further agree that the County shall have the right to terminate Sanitary Sewer and Water Supply Services to Non-Compliant Customers after appropriate notice and opportunity to cure such non-compliance. Because the provision of potable water to a Non-Compliant Customer that does not have the right to receive Sanitary Sewer and Water Supply Services could present significant public health concerns, the Village agrees to cooperate with the County in connection with the termination of water and Sanitary Sewer and Water Supply Services for Non-Compliant Customers as set forth in Section 6.5.B. Nothing in the preceding sentence shall limit the County's right to terminate Sanitary Sewer and Water Supply Services to a Non-Compliant Customer.

B. **Termination Procedures.** In the event that any Non-Compliant Customer in the Grayslake Retail Service Area obtains water service from a potable water provider other than the County, the Village agrees to take all reasonable measures to cooperate with the County in terminating water service to any Non-Compliant Customer, provided that: (a) the County has notified the Non-Compliant Customer in writing (with a copy to the Village) at least three times regarding Customer's failure to make full payment of amounts due or failure to abide by the County's terms of Sanitary Sewer Service or water service; and (b) the County has notified the

Village in writing regarding the grounds for termination of such Non- Compliant Customer's Sanitary Sewer Service (a "**Sewer Service Termination Notice**"). The Village's cooperation shall be further subject to: (c) applicable and customary water service termination procedures of the Village or the Non-Compliant Customer's water provider; and (d) the County indemnifying and holding the Village or water provider and its elected and appointed officers, officials, employees, agents, attorneys, and representatives harmless for any claims, liabilities, damages, or judgments arising from any terminated water service occasioned by a Sewer Service Termination Notice.

ARTICLE VII

OWNERSHIP AND MAINTENANCE

7.1 Ownership, Operation, and Maintenance.

The County shall be the sole owner of, and shall have the duty to maintain the County Northeast Central Sewerage System, the County Northeast Central Interceptors, the County Wildwood Waterworks System and any other portion of the County System used to provide sanitary sewer and water supply services to Customers pursuant to this Agreement. After the Grayslake Retail Sewage Collection Facilities or Grayslake Water Supply Facilities, or any portion of such Facilities, have been conveyed to, and accepted and placed in service by, the County pursuant to Article III of this Agreement, the County shall be the sole owner of, and shall have the duty to operate and maintain, the Grayslake Retail Sewage Collection and Water Supply Facilities or such portion thereof, as part of, the County System. Nothing in this Agreement shall be construed to give the Village, or any other person or entity, except the County, any ownership or other interest in any part of the County Northeast Central Sewerage System or the County Wildwood Waterworks System. Upon collection of any sewage from Customers pursuant to the terms of this Agreement, the County shall be deemed to be the owner of such Sewage.

ARTICLE VIII

FPA AMENDMENTS

8.1 Joint Action.

In order to promote sound public sewer planning and the efficient and economical use of County and Village facilities being installed and maintained pursuant to this Agreement:

1. The County shall file, and the Village shall support, any application that may be required to amend the Illinois Water Quality Management Plan with respect to the development of the County Northeast Central Sewerage System; and
2. Neither the Village, unless authorized pursuant to Section 4.3 of this Agreement, nor the County shall file or support any application to amend, and the County and the Village shall undertake joint and cooperative action to oppose and object to any petition to amend, the Illinois Water Quality Management Plan or the Areawide Water Quality Management Plan for Northeastern Illinois (i) so as to change any of the boundaries of the Northeast Central Regional Area with respect to any property in the Grayslake Retail Service Area in any manner that is inconsistent with this Agreement; or (ii) so as to prevent the County from serving the Grayslake

Retail Service Area, as it exists on the Effective Date of this Agreement and as it may be modified pursuant to this Agreement, in the manner provided by this Agreement.

For purposes of this Section, 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. To the extent then-current laws or policies of the IEPA do not require an FPA Amendment, delivery of Sanitary Sewer or Water Supply Service may proceed upon the IEPA's issuance of the appropriate permit and upon the Customer's compliance with all terms of this Agreement.

8.2 **Exception.**

Upon the express written agreement of the County and the Village, the parties may choose not to oppose or object to a specific petition to amend the boundaries of the Northeast Central Regional Area without otherwise affecting their general obligation to oppose such petitions.

ARTICLE IX

OTHER CONTRACTS AND SERVICE

9.1 **County Rights.**

The County shall have the right to contract with other persons, natural or corporate, private or public, to perform services similar to those to be performed under this Agreement; provided, however, that nothing in this Agreement shall be construed to require the County to provide Sanitary Sewer or Water Supply Service to any area of the Village other than the Grayslake Retail Service Area.

9.2 **Village Acknowledgements.**

The Village acknowledges and agrees that: (i) the County does not act or operate as a public or private utility in its provision of Sanitary Sewer Service or Water Supply Services; (ii) the County does not act or operate in a business or proprietary capacity in providing Sanitary Sewer and Water Supply Services to the Grayslake Retail Service Area; (iii) the County 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 Sanitary Sewer or Water Supply Services to any property other than the Grayslake Retail Service Area; (iv) the County is under no obligation to provide Sanitary Sewer or Water Supply Service to any property or area other than the Grayslake Retail Service Area; and (v) the County's sole obligation to provide Sanitary Sewer and Water Supply Service to Customers located within the Grayslake Retail Service Area is the contractual obligation set forth in this Agreement.

9.3 **Other County Service.**

Nothing in this Agreement shall be construed or interpreted to prevent or limit the right of the County, or to require the consent of the Village, to provide Sanitary Sewer and Water Supply Services to parties other than the Village on such terms and conditions as the County may, in its sole discretion, determine to be appropriate, including, without limitation, Sanitary Sewer and Water Supply Service utilizing the County Northeast Central Sewerage System and

the County Wildwood Waterworks System.

9.4 **No Third-Party Beneficiaries.**

Nothing in this Agreement shall create, or shall be construed or interpreted to create, any third-party beneficiary rights.

ARTICLE X

LEGAL RELATIONSHIPS AND REQUIREMENTS

10.1 **Entire Agreement; Supersedence of Prior Sewage Agreements.**

There are no representations, covenants, promises, or obligations not contained in this Agreement, or in any Exhibits attached hereto and incorporated herein, that form any part of this Agreement or upon which any of the parties is relying in entering into this Agreement. In addition, this Agreement is intended to supersede and render of no further force or effect the Prior Retail Agreement (including all amendments thereto).

10.2 **Exhibits.**

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

10.3 **Amendments.**

Except as expressly provided otherwise in this Agreement, this Agreement shall not be modified, changed, altered, amended, or terminated without the written and duly authorized consent of the County and the Village.

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 different provisions of this Agreement.

10.5 **Interpretation and Severability.**

It is the intent of the County and the Village 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, including the exhibits hereto, 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, the remaining provisions of this Agreement shall not be affected thereby but shall remain in full force and effect. In addition, the Parties acknowledge that each Party had the opportunity to seek review of this Agreement by counsel prior to its execution and therefore this Agreement shall be deemed to have been drafted

mutually by the County and the Village. In addition, any reference in this Agreement to Sanitary Sewer and Water Supply Services may be limited to Sanitary Sewer Service or Water Supply Service (as the case may be), but in any event must comply with the County Sewer and Water Ordinances.

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. The County reserves the right to adopt ordinances, rules, and regulations governing the design, installation, and use of the County Northeast Central Sewerage System and the County Wildwood Waterworks System.

10.7 **Successors; Assignment.**

This Agreement shall be binding on, and shall inure to the benefit of the successors and permitted assigns of the County and the Village. The Village 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 the County, which consent may be withheld in the sole and unfettered discretion of the County. The County may, upon notice to the Village, assign this Agreement, in whole or in part, or any or all of the County's rights or obligations under this Agreement, without the consent of the Village.

10.8 **Effective Date and Term.**

A. **Effective Date.** This Agreement shall take effect as of the last date that either of the parties affixes the signatures of its authorized representatives as indicated below.

B. **Term.** This Agreement shall be in full force and effect for a period of 20 years from and after its 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 the County:

County of Lake
18 North County Street
Waukegan, Illinois 60085
Attn: County Administrator

and

Lake County Department of Public Works
650 Winchester Road
Libertyville, Illinois 60048
Attn: Director of Public Works

For notices and communications to the Village:

Village of Grayslake
10 S Seymour Ave
Grayslake, Illinois 60030
Attention: Village Manager

By notice complying with the foregoing requirements of this Section, 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 **Execution in Counterparts.**

This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute one and the same Agreement.

10.11 **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 the Village nor the County shall seek or recover monetary damages against the County or the Village or any of its officials, agents, representatives, attorneys, or employees on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

B. **Attorney Fees.** 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.

[End of page. Signature page to follow.]

EXHIBIT A

Grayslake Retail Service Area

Exhibit A

Village of Grayslake Retail Service Areas

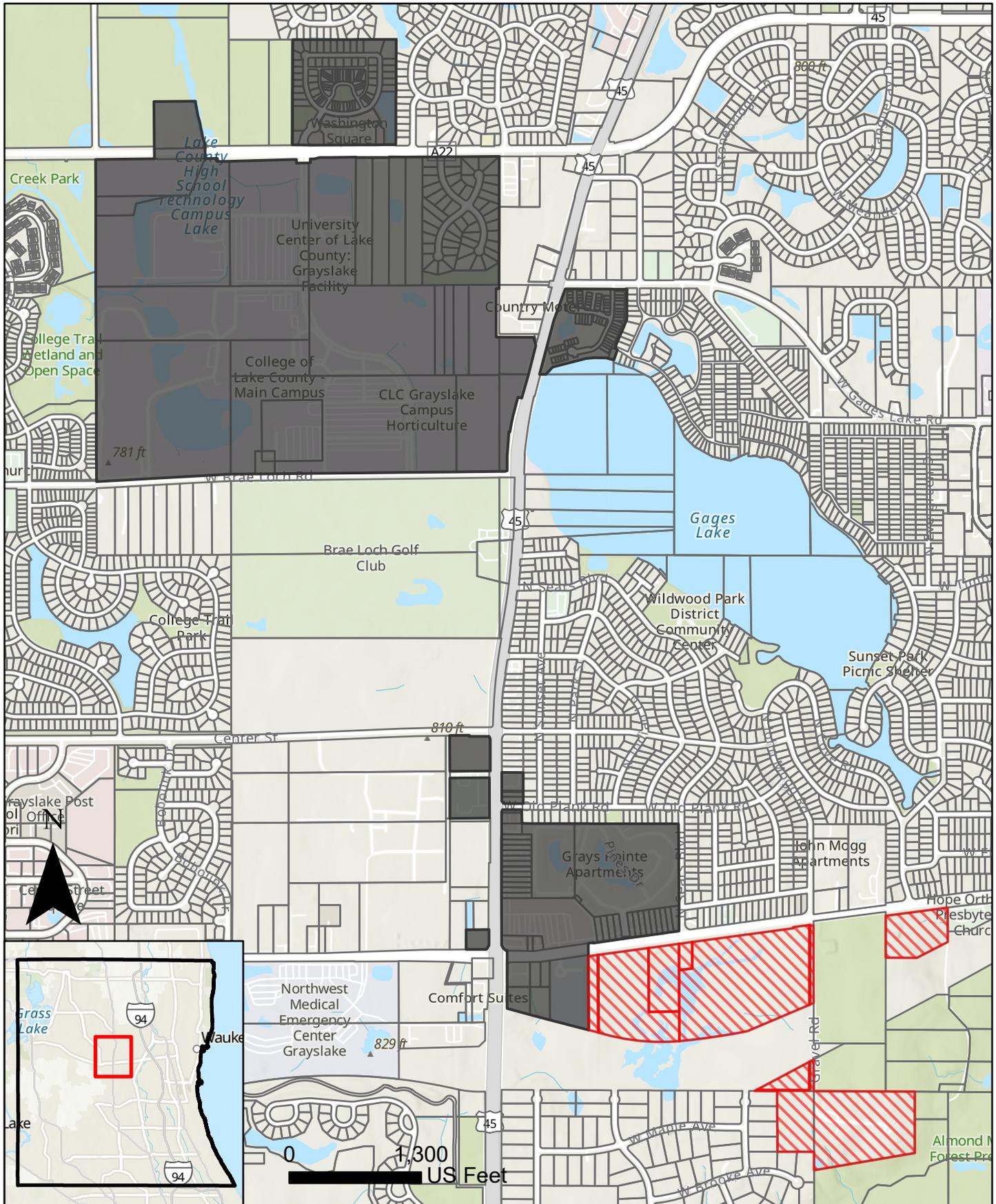
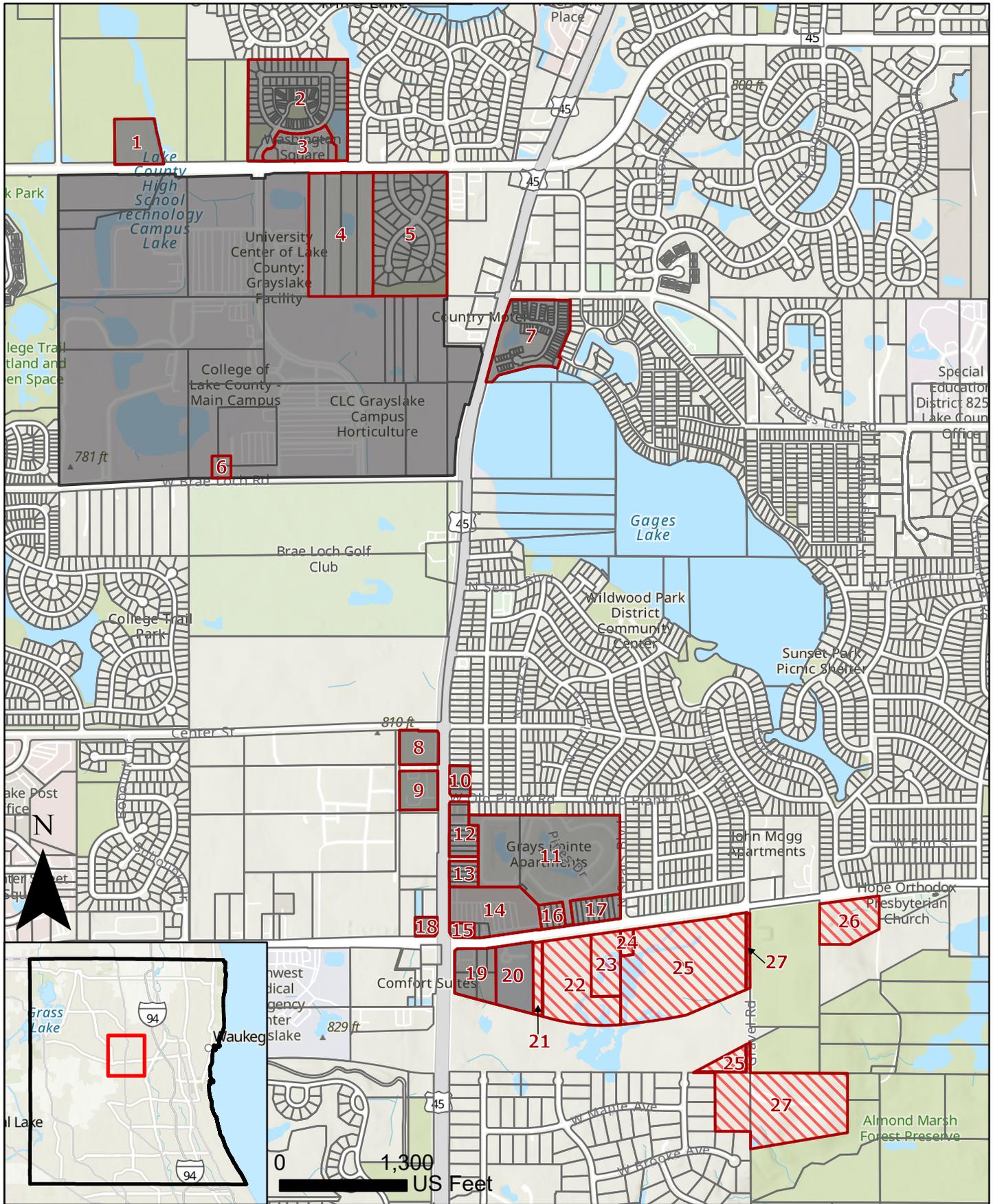


EXHIBIT B

Grayslake Retail Service Area Service Limitations

Exhibit B

Village of Grayslake Retail Service Areas PE Calculations



VILLAGE OF GRAYSLAKE RETAIL SERVICE AREA PE CALCULATIONS							
Area	Description	Acres (Approx.)	Residential Dwellings (existing)	Residential Dwellings/ Acre	Non- Residential PE/Acre	Other	Total PE
1	Glunz Farm 19610 W Washington Street	4.9			15		74
2	Washington Village Subdivision	20.0	84				210
3	Washington Square Subdivision	4.5	16			98	138
4	Non-Residential (General) 19251, 19225, 19189 and 19153 W Washington Street	19.2			15		288
5	The Meadows of Grayslake Subdivision	22.0	49				123
6	Grayslake Fire Protection District Station 2	1.0				3	3
7	Cambridge at Waters Edge Subdivision	11.8	66				165
8	SW Corner N US Highway 45 and Center Street Non-Residential (Mixed Commercial District)	3.2			25		80
9	Lake County Farm Bureau Office and University of Illinois Extension Office	3.6			25		90
10	Non-Residential (Mixed Use) East Side of N US Highway 45; North of Old Plank Road	1.5			25		37
11	Grays Pointe Apartments (Country Faire Subdivision; Country Squire Village Apartments Subdivision)	28.1	430				1,075
12	Non-Residential (Mixed Commercial District) East Side of N US Highway 45; North of Country Faire Drive	3.3			25		83
13	Non-Residential (Mixed Commercial District) East Side of N US Highway 45; South of Country Faire Drive	1.8			25		45
14	Country Faire Plaza	9.1				180	180
15	McDonald's	0.9				20	20
16	Non-Residential (Mixed Commercial District) North Side of IL Route 120; West of Country Faire Drive	1.4			25		36
17	Non-Residential (Mixed Commercial District) North Side of IL Route 120; East of Country Faire Drive	2.9			25		72
18	BP Gas Station	1.0			25		25
19	Victor J Cacciatore Subdivision	5.0				109	109
20	Senior Living Facility	5.8				183	183
21	Non-Residential (General) 18851 W IL Route 120	1.6			15		24
22	Non-Residential (General) 18785 W IL Route 120	11.9			15		179
23	Non-Residential (General) 18745 W IL Route 120	4.5			15		67
24	Non-Residential (Mixed Commercial District) Beemsterboer Property; 18705 W IL Route 120	0.8			25		20
25	Non-Residential (General) Meyer Family Farm; 18521 W IL Route 120	28.0			15		420
26	Non-Residential (General) Esper Petersen Property; 18313 W IL Route 120	5.9			15		89
27	Non-Residential (General) Kennelworth Farms; 18451 W IL Route 120	21.6			15		324
	TOTAL PE						4,159

*Note: The College of Lake County Campus is not included in these calculations.

EXHIBIT C

Considerations and Principles Relating To
Intergovernmental Agreements For Sewer and Amendments To Existing Agreements

EXHIBIT C

Considerations and Principles Relating To Intergovernmental Agreements For Sewer and Amendments To Existing Agreements

1. Background:

- a. The County is a regional government.
- b. County decisions often have regional effects that should be evaluated.
- c. In addition, as the primary regional government in Lake County, the County has an interest in encouraging intergovernmental cooperation, where possible.

2. Decision-Making Process:

As a regional government, the County must ultimately exercise its legislative discretion in determining what it believes is best for the County and its residents as a whole. Such discretion often requires the County to balance competing interests, and in doing so, the County's decision-making process involves:

- a. Evaluation: To weigh the potential impact decisions will have on other governmental entities, the County should evaluate the impacts upon affected communities. Decisions should be made by giving due consideration to the direct and indirect effects of such decisions, including the totality of the benefits and impacts of the decision on affected governmental entities.
- b. Framework Plan: Decisions should be made with due consideration to the objectives of the County's Framework Plan.

3. Factors to Be Assessed Relating to Sewer Service Decisions:

The County is not a public utility, but it provides certain public services with the goal of enhancing the well-being of all Lake County residents. This goal is ordinarily achieved through the use of regional publicly owned wastewater treatment facilities. In decisions related to sewer service, the County should evaluate both direct and indirect effects from both a policy and practical perspective. The following factors, which are considerations and not strict requirements, include without limitation:

- Consistency with the Framework Plan
- Consistency with relevant municipal plans
- Available and committed capacity of system
- Impact on County roads and other services
- An applicant's reasons for preferring one solution over another, and reasons for that preference
- Impact on other affected public bodies
- Fiscal and related benefits
- Level of support/opposition to proposal
- Specific environmental concerns
- Alternative proposals put forth by an applicant or governmental entity

- a. Trying to coordinate the concerns of affected governments is important to achieving the wise investment of public resources. This is increasingly important as

development spreads throughout the County, because the actions of one community are more likely to affect other communities.

- b. To better ensure that decisions are made based on understandable parameters, sewer service agreements and amendments to such agreements should ordinarily be based on specific limitations on the County's obligations to provide such services. Those limitations should be expressed in terms of capacity and, when appropriate, the nature of the development to be served. In addition, amendments to existing sewer service agreements should ordinarily be considered in the context of specific developments to be served.
- c. Although past practices are important, the considerations and effects of sewer decisions are ever-evolving and cannot be made based on static models of precedent.

Approved by PWT Committee Action on December 2, 2015.

4876-8498-1376, v. 7