

5/13/21

AGREEMENT FOR SEWAGE DISPOSAL  
Entered Into By and Between  
The County of Lake, Illinois  
and  
the Village of Buffalo Grove, Illinois  
As of

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## AGREEMENT FOR SEWAGE DISPOSAL

THIS AGREEMENT made and executed this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, between the VILLAGE OF BUFFALO GROVE, a municipal corporation located in Cook and Lake Counties, Illinois, hereinafter referred to as the "**Municipality**", and the COUNTY OF LAKE, Illinois, hereinafter referred to as the "**County**,"

### RECITALS:

1. The public health, welfare, and safety of the residents of the Municipality and the residents of the County require the development of coordinated and adequate systems and methods for the collection and treatment of sewage so as to eliminate pollution of lakes and streams.
2. The County has established a Department of Public Works pursuant to an Act of the General Assembly of the State of Illinois entitled "An Act in Relation to Water Supply, Drainage, Sewage, Pollution, and Flood Control in Certain Counties", as amended, for the purpose of performing the function of sewage disposal and has prepared a comprehensive plan for the disposal of sewage from areas of the County, including portions of the Southeast Lake Facilities Planning Area established pursuant to the Illinois Water Quality Management Plan, and has prepared plans and programs for providing such service and the related facilities.
3. Pursuant to such plans and programs, the County owns and operates a system of interceptor sanitary sewers and wastewater treatment facilities to transport and treat sewage in limited portions of the Southeast Lake Facilities Planning Area.
4. The Municipality owns and operates a sanitary sewer system used for the collection and transportation of sanitary sewage.
5. The County and the Municipality have previously entered into an Agreement for Sewage Disposal, dated July 18, 1972 (the "**Prior Sewage Agreement**"), which expired on April 18, 2012.
6. In accordance with the Prior Sewage Agreement, the Municipality's sewer system is already delivering sewage from Municipality customers to the County's interceptor for the Southeast Regional Area.
7. In order to ensure the ability to develop long-range plans for providing sewerage services for future development and redevelopment of its territory, the Municipality desires to enter into a new agreement to secure a long-term source for Sewage Treatment services. The County Southeast Plant is the most effective source for such Sewage Treatment services.
8. In order to establish the terms and conditions under which Sewage Treatment services will be provided through the County Southeast Plant, the County and the Municipality desire to enter this agreement for sewage disposal that will permit the Municipality, subject to specified terms, conditions, exceptions, and limitations, to deliver sewage to the County's sanitary sewer system in the Southeast Regional Area for Treatment services via the County Southeast Plant.

9. In as much as the Village of Buffalo Grove is located in both Lake County and Cook County, this agreement pertains only to the Lake County portion of the Village of Buffalo Grove.

## **AGREEMENT**

In consideration of the mutual covenants and agreements contained herein, the County and the Municipality 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 utilized in the biochemical oxidation of organic matter under standard laboratory test procedures in five days at 20°C.

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 Southeast Interceptors or to any other provider of Transport or Treatment services.

2.3 **Comprehensive Plan.**

The Regional Wastewater Plan of the County of Lake approved by resolution of the County dated December 17, 1968, and amended from time-to-time thereafter.

2.4 **Connection Charges.**

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

2.5 **County Sewer 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," originally enacted by the County on and dated February 9, 1988 (which ordinance, as amended, is currently codified in Title V of the Lake County IL Code of Ordinances), together with all such amendments thereto as have been or may be enacted from time-to-time.

2.6 **County Southeast Interceptors.**

The system of Sanitary Sewer interceptors, and related facilities, together with such extensions of, and additions to, such system of interceptors and facilities, all as are or may be owned and operated by the County, that are tributary to the County Southeast Plant and receive Sewage from the Municipal Sewage Collection System and other Collection facilities in the Southeast Regional Area.

2.7 **County Southeast Plant.**

The treatment plant, commonly known as the Des Plaines River Water Reclamation Facility that is owned and/or operated by the County, together with any associated facilities and additions to or extensions of such plant or of such facilities.

2.8 **County Southeast Sewerage System.**

The County Southeast Interceptors, County Southeast Plant, 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 Southeast Regional Area.

2.9 **Customer.**

Any dwelling, business, office, industrial, institutional, or other building, facility, or entity located in the Municipal Service Area and within the Lake County corporate limits of the Municipality that discharges Sewage, either directly or indirectly, into the County Southeast Sewerage System.

2.10 **Effective Date.**

The date on which this Agreement shall become effective pursuant to Subsection 11.8 of this Agreement.

2.11 **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, enemy action, civil commotion, fire, unavoidable casualty, or other similar events or circumstances.

2.12 **Industrial Waste.**

Liquid and water-carried waste discharged by any non-residential Customer.

2.13 **Inflow/Infiltration.**

A. 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.

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

C. Excessive Inflow/Infiltration: Any flow greater than 2.5 times the design average flow of the County Southeast Plant, or such greater multiple of the design average flow that may be authorized from time-to-time in the NPDES permit for the County Southeast Plant.

2.14 **Meter.**

Any device used to measure flow.

2.15 **Municipal Service Area.**

Those areas within the Southeast Regional Area that are located within both: (a) the Lake County corporate limits of the Municipality, and (b) the area depicted on Exhibit A to this Agreement.

2.16 **Municipal Sewage Collection System.**

All Sanitary Sewers, lift stations, connection facilities, and related facilities, as well as associated lands, easements, and rights-of-way, whether located within or without the Municipal Service Area, presently existing or to be constructed in the future, that are owned, operated, or maintained by the Municipality and are necessary to Collect Sewage from individual Customers located within the Municipal Service Area and to deliver such Sewage to the County Southeast Interceptors in accordance with the County Sewer Ordinances, all other applicable laws, ordinances, and regulations, and sound engineering practices, except as otherwise expressly provided in this Agreement.

2.17 **Population Equivalent (P.E.).**

The calculated population that would normally produce 100 gallons of Sanitary Sewage per day containing 0.17 pounds of 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.

2.18 **Pretreated Sewage.**

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

2.19 **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 by State law, or the County Sewer Ordinances.

2.20 **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.

2.21 **Residential Customer Equivalent (R.C.E.).**

A unit of measurement that may be used for purposes of imposing Connection Charges or assessing Sewer User Fees on Customers that shall equal either:

- A. The sanitary sewage flow from a single dwelling unit of any type; or
- B. For non-residential Customers, which for calculation purposes is 2.5 P.E.

2.22 **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.

2.23 **Sanitary Sewer.**

Any sewer that carries Sewage.

2.24 **Sanitary Sewer Service.**

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

2.25 **Sewage.**

Sanitary Sewage, Industrial Waste, and Pretreated Sewage, together with such Inflow/Infiltration as may be permitted pursuant to the County Sewer Ordinances.

2.26 **Sewer Use Coefficients.**

A unit of measurement used to establish the anticipated Sewage to be generated from a particular Customer. For purposes of this Agreement, the Sewer User Coefficients shall initially be those set forth in Exhibit E to this Agreement, which Sewer User Coefficients may subsequently be amended pursuant to the County Sewer Ordinances, provided that such amended Sewer User Coefficients are generally applicable throughout the Southeast Regional Area.

2.27 **Sewer User Fee.**

The standard rate charged by the County for Collection, Transport, and Treatment of Sewage of a specified volume, strength, and composition.

2.28 **Southeast Regional Area.**

The Southeast Lake Facilities Planning Area as established in the Illinois Water Quality Management Plan, as such plan may be amended from time-to-time as shown on Exhibit G of this Agreement.

2.29 **Suspended Solids.**

Nonfilterable solids that either float on the surface of, or are in suspension in, Sewage or other liquids.

### 2.30 Transport.

The conveyance of Sewage from the point or points of discharge of the Municipal Sewage Collection System to the County Southeast Plant or to any other provider of Treatment service.

### 2.31 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 Ordinances or the Federal Clean Water Act, or of Pretreated Sewage, so as to meet regulatory requirements.

### 2.32 Wholesale Advisory Committee.

An advisory body established for the purposes of communication and coordination on matters of mutual concern regarding sanitary sewerage service, including input on operational and cost effectiveness matters relating to local systems, transport, and treatment activities, throughout the Southeast Regional Area. The Wholesale Advisory Committee shall be comprised of one representative from each of the Municipality, the County, and each additional municipality, sanitary district, and public utility company that (i) owns local sewers that are located within the Southeast Regional Area; (ii) is served by the Southeast Plant; and (iii) is a party to a current contract for such service with the County (together, the "**Wholesalers**"). Representatives (as well as any alternative representatives) of the Wholesale Advisory Committee are to be approved by resolution of the respective corporate authorities of the Municipality, the County, or a Wholesaler, as the case may be.

## ARTICLE III

### SANITARY SEWER SERVICE

#### 3.1 County Obligations.

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 Southeast Sewerage System in accordance with its customary practices and sound engineering practices so as to continue to provide Sanitary Sewer Service to Customers within the Municipal Service Area that have connected to the County Southeast Sewerage System. Use of the County Southeast Sewerage System shall be governed by the County Sewer Ordinances and this Agreement.

#### 3.2 Municipal Obligations.

Except as provided in Section 3.3 of this Agreement, the Municipality shall not, at any time during the term of this Agreement, (i) offer, authorize, or permit any Sanitary Sewer Service within the Municipal Service Area other than such Service as is delivered by the County by and through the County Southeast Sewerage System; (ii) construct, or cause, permit, or consent to the construction of, any Sanitary Sewers or Treatment facilities (other than the County Southeast Sewerage System and the Municipal Sewage Collection System) within the Municipal Service Area; or (iii) deliver Sewage from properties within the Municipal Service Area to any Transport or Treatment facility other than the County Southeast Sewerage System (either directly or through tributary lines) without, in each such case, the prior written consent of the

County.

3.3 **Alternative Sanitary Sewer Services.**

A. **Limited Right to Use Other Facilities.**

1. **Capacity to Serve.** If, at any time after the Effective Date of this Agreement, the County is unable to provide Sanitary Sewer Service as required by this Agreement for all Sewage from the Municipal Service Area either directly or through tributary lines, the Municipality may, upon proper notice as provided in Subsection A.2 of this Section 3.3, and without the consent of the County, make alternate arrangements for Sanitary Sewer Service with respect to such Sewage that the County is unable to Transport or Treat. By pursuing alternative arrangements under this Section 3.3.A.1, the Municipality shall not be authorized to reduce the volume of Sewage Collected from the Municipal Service Area that has been and can continue to be served by the County Southeast Sewerage System. For the purpose of this Section:
  - a. the County's ability to provide Sanitary Sewer Service shall be without regard to any expansion of the County Southeast Sewerage System for which the Municipality would be responsible for payment as described in Section 3.3.B, and a request for such an expansion shall not be a condition precedent to exercising the relief herein described; 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 Southeast Sewerage System or any portion thereof needed or useful to provide Sanitary Sewer Service for the Municipal Service Area; or
    - ii. conditions that would cause or require the County to expand or modify the County Southeast Sewerage System or any portion thereof, or otherwise expend funds or commit resources in order to provide the requested Sanitary Sewerage Service.
2. **Required Notice.** Any notice required pursuant to Subsection 3.3.A.1 of this Agreement shall be in writing and shall be delivered to the County not less than 90 days before the Municipality enters into any agreement or other arrangement for any Sanitary Sewer Service with respect to Sewage from the Municipality by any provider of Sanitary Sewer Service other than the County. Such notice shall specify (a) the additional amount of Sewage for which the Municipality requires additional capacity and that the Municipality intends to deliver to any other service provider, (b) the time within which such additional Sanitary Sewer Service capacity is required, and (c) the basis for the Municipality's conclusion that the County cannot or will not provide Sanitary Sewer Service with respect to 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



Municipality shall be required to take such Service from the County pursuant to this Agreement rather than from any other service provider. Otherwise, the Municipality shall have no obligation to deliver such additional amounts of Sewage (as set forth in the notice) to the County Southeast Sewerage System at any time thereafter.

B. Municipality Request for Expansion of County Southeast Sewerage System. The parties acknowledge and agree that the County has the right, but not the obligation, to expand the County Southeast Sewerage System. Nevertheless, if, (i) as a result of the lack of capacity in any portion of the County Southeast Sewerage System needed to Transport Sewage from the Municipal Service Area, the County is unable to provide Sanitary Sewer Service for all Sewage from the Municipal Service Area, and (ii) the County has not otherwise elected to expand the County Southeast Sewerage System to address such lack of capacity, then (iii) the Municipality may request the County for a proposal to design, install, and construct such improvements to the County Southeast Sewerage System that will address such lack of capacity. If the County elects to provide such proposal, and the Municipality and the County agree in writing to the terms of implementing such proposal, then (iv) the County shall be required to design, install, and construct such improvements in the manner set forth in the proposal and the agreement of the parties, and (v) the County agrees to reserve capacity in the County Southeast Sewerage System for the Municipality to the extent set forth in the agreement of the parties.

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 shall not be considered to be Treatment facilities for purposes of this Section. In addition, any existing septic systems serving nonresidential structures or residential structures for which certificates of occupancy have been issued prior to the date of this Agreement shall not be considered a Treatment facility for purposes of this Section; provided, however, that such existing septic systems (other than those serving only one detached single family dwelling on a lot greater than 40,000 square feet in area) shall not be replaced or repaired in a manner requiring a permit from the Lake County Board of Health unless such permit is issued in full compliance with the requirements of the County, including the regulations of the Lake County Health Department. In addition, the County shall not have an obligation to Transport Sewage to the County Southeast Plant if treated by any type of on-site treatment system for which required permits have been issued and maintained (including without limitation land treatment systems).

#### 3.4 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 preexisting agreement, or renewal thereof, to which the County is a party or beneficiary or under state or federal law governing the County's right to provide exclusive Sanitary Sewer Service within any portion of the County, including the Municipal Service Area.

### ARTICLE IV

#### MUNICIPAL SEWAGE COLLECTION SYSTEM

##### 4.1 Acknowledgement of Existing Municipal Sewage Collection System.

The parties acknowledge that the Municipality currently owns, operates, and maintains the Municipal Sewage Collection System, which system is tributary to the County Southeast

Sewerage System. The Municipality shall be permitted to continue to Collect Sewage from Customers within the Municipal Service Area and to deliver such Sewage to the County Southeast Sewerage System, subject to and in accordance with the County Sewer Ordinances and the terms of this Agreement.

#### 4.2 Extensions to Municipal Sewage Collection System.

A. Permitted Extensions and Enlargements. The Municipality shall be permitted to extend, enlarge, or otherwise modify or improve the Municipal Sewage Collection System in any manner that the Municipality determines is necessary and appropriate in order to serve Customers within the Municipal Service Area; provided that any such extension, enlargement, modification, or improvement shall be undertaken in accordance with the terms of this Agreement. Such permitted extensions and enlargements to serve Customers within the Municipal Service Area shall not require any further approvals of the County Board.

B. Standards for Extensions or Enlargements. In the event that the Municipality elects to extend, enlarge, or otherwise modify or improve the Municipal Sewage Collection System, either directly or by owners, subdividers, or developers of any lot, tract, or parcel within the Municipal Service Area in connection with the development of any such lot, tract, or parcel, the Municipality shall require any such extension, enlargement, modification, or improvement, to be designed, constructed, and installed in accordance with this Agreement, the County Sewer Ordinances, all other requirements of law, and sound engineering practices. In fulfilling its responsibilities hereunder, the Municipality shall, at a minimum, undertake or cause to be undertaken, at no cost to the County, the following:

1. Obtain engineering services, from a firm experienced in the design of public sewerage systems, for the design, plans and specifications, and construction of any portion of the Municipal Sewage Collection System;
2. Obtain all easements, rights-of-way, licenses, and other property rights that are necessary or convenient to construct, install, operate, and maintain any portion of the Municipal Sewage Collection System, including the preparation of appropriate surveys, agreements, and other relevant documents;
3. Enter into contracts with firms experienced in the construction and installation of public sewerage systems;
4. Secure all permits, approvals, and authorizations that may be necessary or appropriate to construct, install, and operate the portion of the Municipal Sewage Collection System; and
5. In cases where the County is required to execute a permit application to the Illinois Environmental Protection Agency ("*IEPA*"), submit to the County, for the County's review and approval, all preliminary and final engineering plans and specifications and all permit applications for such new portions of the Municipal Sewage Collection System.

Further, the Municipality shall permit the County to conduct such reviews and inspections of the work required to be performed pursuant to this Subsection 4.2.B.

C. County Obligations. Subject to the conditions and limitations set forth in Article V of this Agreement and to the other terms and conditions of this Agreement, and subject further to all customary County fees and charges being paid, the County shall have the following

obligations with respect to any extension, enlargement, modification, or improvement of the Municipal Sewage Collection System:

1. The obligation to approve, when completed in accordance with this Agreement, the County Sewer Ordinances, all other requirements of law, and sound engineering practices, all designs, all plans, and specifications required to be prepared or supplied pursuant to this Section 4.2; and
2. The obligation to execute, when completed in accordance with this Agreement, the County Sewer Ordinances, all other requirements of law, and sound engineering practices, all permit applications required to be filed pursuant to this Section 4.2, but only when the signature of the County is required by the permitting agency.
3. The County shall complete its obligation under this Section within thirty (30) days after submission in full to the County.

D. Expansion Limitations. Notwithstanding anything in this Article IV to the contrary, expansions of the Municipal Service Area shall be governed by the following additional terms:

1. In General. The Municipality shall not expand the Municipal Service Area without the express written consent of the County. Except as otherwise provided in this Section 4.2.D, 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 B (the "**Amendment Criteria**"). The County reserves the right to require either a new and separate service agreement or an amendment to this Agreement to memorialize an expansion of the Municipal Service Area.
2. Conditions of Service to Certain Properties. The County acknowledges that the Municipality has identified certain parcels depicted on Exhibit C attached hereto that the Municipality intends to annex and thereafter seek Sanitary Sewer Service from the County (the "**Conditional Expansion Areas**"). The County further acknowledges and agrees that, to the extent that the Municipality annexes any parcels within the Conditional Expansion Areas and restricts such parcels to development that is consistent with bulk and density parameters and use designations set forth in Exhibit C-1 attached hereto (the "**Expansion Parameters**"), the County will enter into an amendment to this Agreement to expand the Municipal Service Area without regard to the Amendment Criteria. The County's Director of Public Works shall be authorized on behalf of the County to enter into any such amendment to this Agreement pursuant to this Subsection 4.D.2, so long as such amendment shall include:
  - a. Requirements for the extension, expansion, improvement, enlargement, or other modification to the County Southeast Sewerage System that the County's Director of Public Works determines to be necessary, appropriate, or convenient to serve the Conditional Expansion Area in question;
  - b. Provisions for the payment by or on behalf of the Municipality of all

costs associated with the requirements set forth in the amendment in accordance with Subsection 4.D.2.a of this Agreement; provided, however, that for any extension, expansion, improvement, enlargement, or other modification to the County Southeast Sewerage System that will have substantial benefit to properties other than the Conditional Expansion Area in question, the payment shall be subject to recapture or limited to the proportionate benefit of the Conditional Expansion Area in question; and

- c. With respect to any residential development within a Conditional Expansion Area, provisions for the payment of school impact fees (or equivalent land donations) in an amount no less than the amounts due under the then-current County school impact fee formula. In particular, such amendment shall set forth terms for:
- (i) the Municipality's demonstration of compliance with this Subsection 4.2.D.2.c with respect to the requirement for payment of school impact fees and the timing therefor, and
  - (ii) the Municipality's certification of receipt of payment of the required school impact fees.
  - (iii) Nothing in this Agreement shall compel the Village to collect or remit any school impact fee where no impact exists.

To the extent that the County has more than one school impact fee formula, the formula that yields the lowest impact fee shall be the applicable measure of compliance with this Subsection 4.2.D.2.c.

Any amendment to this Agreement relating to a Conditional Expansion Area shall be approved by the corporate authorities of the Municipality.

3. Cook County Territory of Municipality. In the event that the Municipality desires to deliver any or all of the Sewage from portions of the Municipality located within Cook County, Illinois (the "**Cook County Area**"), the Municipality shall present a written request to the County to serve the Cook County Area (or a portion thereof)(the "**Transfer Area**") along with an engineering study identifying the Sewage flows from the Transfer Area, the capacity of the County Southeast Sewerage System to serve the Transfer Area, the impacts of transferring the Transfer Area on the sanitary sewerage facilities of the Metropolitan Water Reclamation District of Grater Chicago, the improvements required to transfer the Transfer Area to the County Southeast Sewerage System along with an engineer's estimate of probable costs relating thereto, and such other information relating to the service impacts of the transfer of the Transfer Area as the County may reasonably request (the "**Transfer Study**"). Upon receipt of the Transfer Study, the County agrees to respond to the Municipality's request within 180 days. In the event that that County is willing to provide Sanitary Sewer Service to a Transfer Area, the Municipality and the County shall enter into an amendment to this Agreement or a separate agreement setting forth the terms of such transfer.

4. Terms of Expansion Approval. In any new agreement or amendment to this Agreement relating to an expansion of the Municipal Service Area, the County may include reasonable conditions to such expansion of the Municipal Service Area to ensure that such expansion does not impair (a) any contractual obligations of the County, or (b) the functionality or cost-effectiveness of the County Southeast Sewerage System or any portion thereof. To the extent that an expansion of the Municipal Service Area warrants improvements to the County Southeast Sewerage System or a portion thereof, such new agreement or amendment to this Agreement shall include terms to address financial responsibility and payment matters relating to such improvements.

## ARTICLE V

### CONDITIONS AND LIMITATIONS

#### 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 Service.

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

- A. Receipt by the County of all necessary governmental approvals to operate all of the components of the County Southeast Sewerage System as may be necessary to provide Sanitary Sewer Service to such Customer pursuant to this Agreement;
- B. Connection of the Customer to the Municipal Sewage Collection System in accordance with this Agreement;
- C. (i) The ability of the County to provide Sanitary Sewer Service as required by this Agreement without violating any applicable laws or regulations, (ii) the ability of the County Southeast Plant to accept Sewage that the Municipality delivers to the County Southeast Sewerage System from the Municipal Service Area for treatment and disposal in compliance with all applicable laws and regulations, and (iii) the legal right of the County to deliver said Sewage to said plant for such purposes;
- D. Payment of required Connection Charges to the County; and
- E. All other applicable provisions of this Agreement.

#### 5.3 Limitations on County Service.

Notwithstanding any other provision of this Agreement, the right of the Municipality or any Customer located within the Municipal Service Area to receive Sanitary Sewer Service from the County, and the County's obligation to provide Sanitary Sewer Service

within the Municipal Service Area, shall be subject to the following limitations:

- A. No new points of connection between the Municipal Sewage Collection System and the County Southeast Interceptors shall be permitted unless authorized in writing by the County Director of Public Works, in which case the precise number, size, and location of such new connections shall be determined by the County, after consultation with the Municipality and consideration of the Comprehensive Plan and the County Sewer Ordinances, in accordance with sound engineering practices.
- B. The Sanitary Sewer Service 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. The County acknowledges that the County Southeast Plant currently has sufficient capacity to serve the Conditional Expansion Areas.
- C. The Sanitary Sewer Service to be provided by the County pursuant to this Agreement shall be subject to the County Sewer Ordinances and all other applicable laws, ordinances, rules, and regulations (including without limitation those relating to Pretreatment and the management of fats, oils, and grease as more fully detailed in Sections 5.4 and 5.5 of this Agreement). Except as otherwise required by federal or state law, no amendment to the County Sewer Ordinances shall be enforced against the Municipality until 90 days after the County shall have given the Municipality written notice of such amendment. The Municipality shall be given notice by the County Director of Public Works of any proposed amendment to the County Sewer Ordinances prior to the adoption of such amendments in order to permit the Municipality to review and comment: provided that any failure to give notice shall not affect the applicability of such amendments to the County Sewer Ordinances, but such amendments shall not take effect with respect to the Municipality until 90 days after the delivery of notice by the County of the effective date of the amendment. In addition, the maximum Infiltration rate for new Sewers constructed within the Municipal Sewage Collection System shall conform to (i) the rules and regulations of the Illinois Environmental Protection Agency, (ii) the standards and requirements of the County's capacity, management, operations and maintenance program ("**CMOM**") as set forth in the County Sewer Ordinances (the current version being codified at Lake County Code § 53.07), and (iii) the provisions of this Agreement.
- D. 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.

#### 5.4 **Pretreatment.**

A. **County Pretreatment Program.** The County shall provide, manage, and operate a Pretreatment program for the control of Sanitary Sewage and Industrial Waste from the Southeast Regional Area to assure that all Sewage delivered to the County Southeast Plant from the Municipal Sewage Collection System and the County Southeast Sewerage System satisfies the Pretreatment standards, the requirements of the County Sewer Ordinances, and all other applicable federal, state, and local laws and regulations, and the provisions of this Agreement. (The Pretreatment standards of the County Sewer Ordinances are currently codified in Chapter 54 of the lake County Code.)

B. **Municipality Cooperation.** The Municipality shall reasonably cooperate with the County in the establishment and enforcement of a Pretreatment program serving the Municipal Sewage Collection System and its Customers. Such cooperation shall include without limitation the

adoption of most recent pretreatment ordinances approved by the County Board and authorizing the County and its agents, representatives, and inspectors to have access to Customer's properties as may be necessary from time-to-time for the purpose of enforcing the ordinances aforesaid, including without limitation ordinances authorizing the County to bring suit to collect all charges, or to terminate sewer and/or water services as may be necessary for the purpose of enforcement and for the purpose of protecting and preserving the environment.

C. County Pretreatment Costs. The County shall bear all the costs (payable from Sewer User Fees and any special Pretreatment surcharges as may be established from time-to-time) incurred for the proper management and operation of the Pretreatment program for the Southeast Regional Area without reimbursement from the Municipality.

D. Pretreatment Charges. For all Customers of the Municipality that are identified as being subject to the Pretreatment program, the County may impose Pretreatment surcharges as well as fines and penalties for violations of Pretreatment standards, and each such Customer shall be solely responsible for the payment of invoices for any such surcharges, fines, and penalties relating to the Pretreatment program. The Pretreatment surcharges for Customers of the Municipality shall be comparable to similar surcharges imposed upon County Customers.

#### 5.5 Fats, Oils, and Grease Regulations.

The County shall provide, manage, and operate a fats, oils, and grease program (the "**FOG Program**") to ensure compliance with the minimum standards set forth in the County Sewer Ordinances (the current version being codified at Lake County Code § 53.09) (the "**Fats, Oils, and Grease Rules**"). The purpose of the FOG Program is to ensure that any food processing, food sales, or food service establishment or user, that is connected to, or applying to connect to, the County Southeast Sewerage System (whether directly or indirectly) will comply with the Fats, Oils, and Grease Rules. The Municipality shall reasonably cooperate with the County in the enforcement of the FOG Program serving the Municipal Sewerage Collection System and its Customers. Such cooperation shall include, without limitation, the following:

- A. The development and implementation by the Municipality of its own FOG program in conformity with the Fats, Oils, and Grease Rules (which program can be modeled after the County's FOG program), as well as the compilation of the action(s) taken pursuant to such Municipality program as part of the Municipality's annual CMOM report;
- B. The adoption of ordinances or associated agreements authorizing the County and its agents, representatives, and inspectors to have access to Customer's properties as may be necessary from time-to-time for the purpose of enforcing the FOG Program, and
- C. The adoption of ordinances or associated agreements authorizing the County to bring suit to collect all charges, to terminate Sanitary Sewer Service, cause the termination of water services, or any combination of the foregoing, as may be necessary for the purpose of enforcement of the FOG Program.

## ARTICLE VI

### CHARGES AND FEES

#### 6.1 Municipal Payment of County Sewer User Fees and Connection Charges.

A. The Municipality shall be obligated to pay Connection Charges to the County relating to new Customers connecting to the County Southeast Sewerage System for Sanitary Sewer Service within the Municipal Service Area as provided for in this Article VI. The Municipality shall deliver payment of the Connection Charges within thirty (30) days after such connection is authorized or effected (whichever first occurs).

B. The Municipality shall be obligated to pay Sewer User Fees to the County for Sanitary Sewer Service billed to Customers within the Municipal Service Area and connected to the County Southeast Sewerage System as provided for in this Article VI. The Municipality shall pay all such Sewer User Fees to the County within thirty (30) days after the due date of its periodic Customer service billing.

C. If the Municipality fails to make timely payment in full of charges due to the County pursuant to Section 6.1.A or 6.1.B above, daily interest charges for late payments to the County shall be assessed against the Municipality at a rate of nine percent (9%) per annum. A summary statement of Customers and amounts billed shall accompany each payment. A complete statement of accounts and billing records shall be made available to the County upon request. In addition, the County shall have access to the Municipality's records relating to the Municipal Sewage Collection System.

D. The Municipality assumes the responsibility to collect, and irrespective of collection, shall be responsible for payment to the County of, all Connection Charges and Sewer User Fees as provided for in this Agreement.

## 6.2 Connection Charges.

The Municipality shall collect from every Customer located within the Municipal Service Area hereafter connecting to the County Southeast Sewerage System (either directly or indirectly) 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 similar facilities of the County Southeast Sewerage System. The County shall be solely responsible for setting such Connection Charges, subject to the adjustment provisions in Section 6.7 of this Agreement.

## 6.3 Basis for Determining Connection Charges.

A. Connection Charges shall be assessed against each Customer based on the Sewer Use Coefficients. The Connection Charge for any Customer for whose use a Sewer Use Coefficient has not been established shall be determined as provided in Section 6.3.B of this Agreement.

B. As of the Effective Date of this Agreement, the basic Connection Charge shall be established based on the Sewer Use Coefficients. The Connection Charge for any Customer whose use is not identified among the established Sewer Use Coefficients shall be determined by the County based on the Sewer Use Coefficients most analogous to such Customer. Nothing in this Section 6.3 shall limit the County's right to require a Customer to pay a "Supplemental Connection Fee" in accordance with Section 6.11 of this Agreement.

## 6.4 Sewer User Fees.

A. Flat Rate User Fees. For any Customers within the Municipal Service Area that are charged Sewer User Fees on a flat-rate basis rather than based on the measurement of the volume, strength, and/or composition of Sewage flows ("**Flat-Rate Customers**"), subject to the provisions of Section 6.4.B of this Agreement, the assessment of Sewer User Fees shall continue on a flat-rate basis as follows:



1. All Flat-Rate Customers occupying dwelling units shall be deemed to utilize one (1) R.C.E. of Sanitary Sewer Service each month.
2. All Flat-Rate Customers other than those occupying dwelling units shall be deemed to utilize Sanitary Sewer Service each month in accordance with the following calculation:

$$(\text{Estimated P.E. of Customer}) \times \frac{1 \text{ RCE}}{2.5 \text{ P.E.}}$$

where the "Estimated P.E. of Customer" shall be based upon the applicable Sewer Use Coefficient for the Customer, but if the Sewer Use Coefficients are not applicable to the Flat-Rate Customer's proposed use, then the "Estimated P.E. of Customer" shall be based on the larger of either: (a) the estimate of P.E. reported in connection with any IEPA permit for such Flat-Rate Customer; or (b) the standard P.E. coefficient as applied by the IEPA for persons having similar uses as the Flat-Rate Customer. With respect to Sewer User Fees for Flat-Rate Customers, one R.C.E. shall be deemed to equal 7,500 gallons per month.

3. Pursuant to Section 6.7 of this Agreement, the County shall from time-to-time establish a flat rate fee per RCE of Sanitary Sewer Service (the "**RCE Rate**"). The monthly Sewer User Fee for each Flat-Rate Customer shall be determined by multiplying the number of such Flat-Rate Customer's RCEs (as established pursuant to Section 6.4.A.1 or 6.4.A.2) by the RCE Rate.

B. Transition to Volume-Based Sewer User Fees. The Municipality agrees to use its best efforts to convert Flat-Rate Customers from a flat-rate Sewer User Fee to a system under which Sewer User Fees are based on the volume, strength, and composition of the Sewage delivered to the County Southeast Sewerage System by the individual Flat-Rate Customers. At such time as the County and Municipality mutually determine that the Municipality has sufficient means for measuring Sewage flows of all or a defined group of individual Flat-Rate Customers, then the Municipality shall bill and collect from every Flat-Rate Customer located within the Municipal Service Area (or such portion of the Municipal Service Area as the County and the Municipality may agree) Sewer User Fees based upon the actual volume, strength, and composition of Sewage delivered to the County Southeast Sewerage System from such Customer. The County shall be solely responsible for setting such Sewer User Fees, subject to the adjustment provisions in Section 6.7 of this Agreement.

## 6.5 Metering.

A. Individual Metering. To the extent that Sewer User Fees are billed and collected based upon actual volume, strength, and composition pursuant to Section 6.4.B of this Agreement, the County shall have the right to establish and enforce reasonable requirements for the Municipality and all Customers located within the Municipal Service Area for the installation, calibration, inspection, maintenance, repair, and replacement of meters to measure each Customer's Sewage or water use (as mutually agreed upon pursuant to Section 6.4.B) for the purpose of establishing and billing Sewer User Fees. Nothing in this Section 6.5 shall be deemed to limit the County's right to estimate any Customer's water consumption for the purpose of establishing and billing Sewer User Fees or to limit the County's ability to establish minimum periodic charges. Pursuant to the County Sewer Ordinances, the metered flow may be adjusted for such quantity of water usage that is reasonably estimated as not entering into the sanitary sewers by limiting the total metered flow for residential County Customers for the billing

period from May 15 through September 15 in any year to the lesser of the actual metered amount or 120% of the average metered water flow from the preceding eight month period (the "**Summer User Credit**"). For any Customer that has a separate irrigation source or a separately metered irrigation system for its property, the actual meter reading for the Customer shall be used, exclusive of any meter reading for the irrigation system. The County may through its County Sewer Ordinances reduce, modify, or eliminate the Summer User Credit for County Sewer User Fees (subject to the notice provisions in Section 6.7.C of this Agreement).

B. System Wide Metering. Subject to and following an agreement of the County and the Municipality pursuant to Section 6.4.B, the Municipality shall, at its own expense, furnish, install, own, operate, and maintain Meters and related equipment of standard type for measuring all Sewage delivered by the Municipality to the County Southeast Sewerage System (or for measuring water consumption as a reflection of Sewage flows). Such Meters may be located at the premises of Customers or where the Municipality's connecting Sewers connect to the respective County Southeast Interceptors. The County shall have access at all reasonable times to such Meters for inspection and examination. All calibration, adjustment, reading, and recording of such Meters shall be the Municipality's responsibility.

## 6.6 Reporting

A. Mutual Requirements. Each party shall establish and maintain at all times during the term of this Agreement permanent books and records of bills, invoices, rates, receipts, accounts receivable, connections, quantities of flow, permits, rate studies, and any other records relating to Sanitary Sewage Service and fees and charges relating thereto dating back not less than seven years (the "**Recordkeeping Data**"). Each party shall have the right to inspect and copy Recordkeeping Data of the other during normal business hours, and the parties hereby waive all copying and related costs for all reasonable requests for records.

B. Municipal Reporting. The Municipality shall provide to the County, on a bi-monthly basis, a report of all invoices issued to Customers after the Effective Date of this Agreement, with a history of payment by Customers. The report shall be in substantially the form shown in Exhibit D attached hereto, and shall include, without limitation, information regarding any interest payments required by Section 6.1.C, and such other information as may reasonably be requested from time to time by the County.

C. County Reporting. The County shall cause to be prepared annual financial statements of the County Southeast Sewerage System, which financial statements shall include at least the categories of information described in Exhibit F to this Agreement.

## 6.7 Adjustments to Fees and Charges

A. Level of Sewer User Fees. Sewer User Fees shall be uniform for all Customers receiving similar Sanitary Sewer Service within the County Southeast Sewerage System. The County shall set such Sewer User Fees at levels designed to assure at all times that County revenues from such Fees and available reserves will always be sufficient, when considered in light of any other moneys 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, replacement, and operation; (iii) to pay the principal of, and premiums and interest on, bonds secured, in whole or in part, by the revenues of the County Southeast Sewerage System; (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, and improvement of the County Southeast Sewerage System.

B. Level of Connection Charges. The County may adjust Connection Charges for new Customers receiving Sanitary Sewer Services as may be deemed necessary or desirable by the County, provided that such Connection Charges shall at all times be uniform among Customers of the County Southeast Sewerage System receiving similar Sanitary Sewer Services.

C. Effective Date of Adjusted Connection Charges and Sewer User Fees. Except as may be affected by a Secondary Rate Study as set forth below, any such adjustments in Connection Charges will not be effective until ninety (90) days after the County approves such adjustment, nor will adjustments in Sewer User Fees be effective until the next applicable billing period commencing not more than ninety (90) days after the County approves such adjustment. Such adjustments may be made without the need for hearings.

1. The County shall notify the Municipality within ten (10) days after approval of any adjustments in Connection Charges or Sewer User Fees or both (the "**Adjustment Notice**"), which Adjustment Notice shall include any rate studies that informed the County regarding any such adjustments. An Adjustment Notice shall be delivered in accordance with Section 10.9 of this Agreement; provided, however, an Adjustment Notice may also be delivered via e-mail at the address set forth in Section 10.9.A of this Agreement (unless a Party identifies an alternative e-mail address for such Adjustment Notices), in which case the date of delivery shall be the date that the e-mail was sent to the Municipality.
2. Within 15 days after the delivery of an Adjustment Notice, the Municipality shall notify the County whether it intends to undertake a rate review (a "**Review Notice**"). A Review Notice shall be delivered in accordance with Section 10.9 of this Agreement; provided, however, an Review Notice may also be delivered via e-mail at the address set forth in Section 10.9.A of this Agreement (unless a Party identifies an alternative e-mail address for such Review Notices), in which case the date of delivery shall be the date that the e-mail was sent to the Municipality.
3. The Municipality may, within 90 days after Adjustment Notice, deliver to the County its own study regarding any rate adjustment (a "**Secondary Rate Study**"). Upon timely delivery of a Secondary Rate Study from the Municipality, the County agrees to consider such Secondary Rate Study and take action either to re-affirm, ratify, modify, or postpone the effective date of such adjustments in either Connection Charges, Sewer User Fees, or both. The County shall notify the Village in writing of its intended adjustment (if any) to either Connection Charges, Sewer User Fees, or both, based on the County's review of the Secondary Rate Study (a "**Modified Adjustment Notice**").
4. Within seven (7) calendar days after the delivery of a Modified Adjustment Notice, the Village may notify the County of its desire for a third-party review of the adjustments to either Connection Charges, Sewer User Fees, or both, as set forth in the Modified Adjustment Notice (a "**Third-Party Review Notice**"). In the event of a Third-Party Review Notice, the Village Manager and the County Director of Public Works shall, within ten (10) days after delivery of a Third-Party Review Notice, each select a licensed professional engineer with experience in utility rate-making, and the selected engineers shall thereafter mutually select a third licensed professional engineer with experience in utility rate-making within ten (10) days thereafter (the "**Panel Appointment Date**"). The three selected engineers shall convene and review the information relied upon by the County and the Village's Secondary Rate Study and, based on such information, render

a decision regarding the ultimate adjustment (if any) to either Connection Charges, Sewer User Fees, or both, within twenty-one (21) calendar days after the Panel Appointment Date (the "**Panel Decision**"). The Panel Decision shall bind the Parties, and no further adjustment to either Connection Charges, Sewer User Fees, or both, shall be proposed for at least 180 days after the issuance of the Panel Decision.

5. Notwithstanding the provisions of Subsections 6.7.C.1-4, to the extent that an Adjustment Notice includes a rate study that sets forth multi-year adjustments for the County's Connection Charges or Sewer User Fees or both (a "**Multi-Year Rate Study**"), then: (a) the County shall only be required to deliver an Adjustment Notice for the first year of adjustments in Connection Charges or Sewer User Fees or both; (b) no further Adjustment Notice will be required for any subsequent adjustments of Connection Charges or Sewer User Fees or both based on such Multi-Year Rate Study; and (c) the Municipality shall only have an opportunity to present a Secondary Rate Study in response to a Multi-Year Rate Study following the initial Adjustment Notice. Nothing in this Subsection 6.7.C.5 shall expand the Municipality's opportunity to present a Secondary Rate Study in the event that the County delivers courtesy Adjustment Notices for adjustments in Connection Charges or Sewer User Fees or both after the initial Adjustment Notice relating to a Multi-Year Rate Study.

#### 6.8 Service Conditioned on Payment.

Either the Municipality or any of its Customers may be denied issuance of a temporary or final sewer permit for any building, structure, or Customer within the Municipal Service Area in the event that all Connection Charges due to the County have not been paid to the Municipality. In addition, in the event that the Municipality fails to pay Connection Charges or Sewer User Fees as provided in this Agreement, the County may take steps to terminate Sanitary Sewer Service to the Municipality; provided, however, that no termination of service shall occur unless the Municipality fails to bring current its account with the County within sixty (60) days after notice from the County regarding such failure to pay.

#### 6.9 Municipal Service Charges.

Nothing in this Agreement shall limit the Municipality's discretion in establishing reasonable fees and rates related solely to the Municipal Sewage Collection System for its Customers, so long as such fees and rates are at all times sufficient to permit the Municipality to meet its obligations under this Agreement.

#### 6.10 Inflow/Infiltration Reduction.

A. The Municipality and the County acknowledge and agree that Excessive Inflow/Infiltration from local sewage collection systems tributary to the County Southeast Sewerage System increases the cost of operating, and reduces the overall capacity and capability of, both the County Southeast Plant and the County Southeast Sewerage System. The Municipality and the County acknowledge, however, that it may be more cost-effective to reduce the effects of Excessive Inflow/Infiltration through regional excessive flow detention facilities or similar mechanisms ("**Regional I/I Facilities**") as well as attainable local corrective measures. In order to create appropriate incentives for local corrective measures and appropriate means for undertaking regional excessive flow detention facilities to address problems that may be resulting from Excessive Inflow/Infiltration, the County and the Municipality agree to participate in and comply with the provisions for accommodating Inflow/Infiltration as set forth in this Section 6.10. Nothing in this Agreement affirmatively

requires the Municipality to eliminate all Inflow and Infiltration from the Municipal Sewage Collection System, so long as the quantity of Inflow and Infiltration does not constitute Excessive Inflow/Infiltration as defined herein.

B. CMOM Programs. The County shall employ or engage qualified engineers in connection with the development, maintenance, and operations of its facilities within the Southeast Regional Area, and it shall also comply with applicable CMOM regulations as may be required by the County Sewer Ordinances or other applicable laws. The Municipality shall also comply with the CMOM requirements of the County Sewer Ordinances.

C. Establish Local I/I Surcharge. Consistent with the provisions of CMOM, the County may periodically establish, after consultation with the Wholesale Advisory Committee, a system-specific minimum investment level needed for maintenance and repair of any local sewage collection system tributary to the County Southeast Sewerage System to control Excessive Inflow/Infiltration (the "**Annual System Investment**"), and the local sewage collection system operators will be required to report annually about the activities undertaken to improve their local sewerage systems, periodic monitoring activities and results, and the amounts expended therefor. To the extent that the owner or operator of such a local sewage collection system fails either (i) to make the requisite Annual System Investment in its local sewage collection system, or (ii) to the extent that the Excessive Inflow/Infiltration from any such local sewage collection system substantially exceeds any Inflow/Infiltration objectives that may be established by the County in accordance with the County Sewer Ordinances after consultation with the Wholesale Advisory Committee, the County shall quantify the additional cost that such Excessive Inflow/Infiltration imposes annually on the County Southeast Sewerage System (the "**Excessive I/I Non-Compliance Cost**"), and an additional special user fee shall be imposed upon all Customers being served by such local sewage collection system (the "**Surcharged System**") at a rate that will yield the Excessive I/I Non-Compliance Cost over the course of a year (the "**Local I/I Surcharge**"), notwithstanding that such Local I/I Surcharge results in non-uniform Sewer User Fees among County Customers.

D. Administration. In accordance with Section 6.10.C of this Agreement, any Local I/I Surcharge imposed thereunder shall be accounted for separately from any other funds collected by the County, the Municipality, or any other Wholesaler with a Surcharged System (as defined in Section 6.10.C) and held during the Initial Surcharge Year (as hereinafter defined) in a fund designated for improvements to the Surcharged System (a "**Local Improvement Fund**") and shall be used as follows:

- (i) During the first year of incurring a Local I/I Surcharge (the "**Initial Surcharge Year**"), all Local I/I Surcharge revenues shall be deposited in a Local Improvement Fund to be administered by the County. If the County, after consultation with the Wholesale Advisory Committee, determines that a Surcharged System meets its Annual System Investment (as defined in Section 6.10.C of this Agreement) as prescribed for the Initial Surcharge Year, then: (a) the Local I/I Surcharge imposed upon the Surcharged System shall no longer be imposed after such determination; and (b) the County shall make the Local Improvement Fund moneys available to the owner of the Surcharged System for use in making up deficiencies in its prior Annual System Investment;
- (ii) If a Surcharged System fails to meet its Annual System Investment as prescribed for the Initial Surcharge Year during the Initial Surcharge Year, then: (a) the Local I/I Surcharge shall continue to be imposed until the County, after consultation with the Wholesale Advisory Committee,

determines that a Surcharged System has met its Annual System Investment as prescribed for any year after the Initial Surcharge Year; and (ii) all moneys in the Local Improvement Fund shall be transferred, and all future Local I/I Surcharge revenue shall be deposited, into a Regional Surcharge Fund to be established and maintained by the County for any projects designed to reduce Excessive Inflow/Infiltration within the Southeast Regional Area (including Regional I/I Facilities), as designated by the County after consultation with the Wholesale Advisory Committee.

E. CMOM and Excessive I/I Standards. The County acknowledges that the Municipality may propose for inclusion in the CMOM program under the County Sewer Ordinances objective standards by which the Municipality or any Wholesaler may attain a "safe harbor" against the imposition of a Local I/I Surcharge pursuant to this Section 6.10; the County agrees to give reasonable consideration to any such proposal, provided that such proposal shall be subject to the approval of the County, after consultation with the Wholesale Advisory Committee.

F. Additional Compliance Option. In order to ensure compliance with CMOM objectives, the County may, in consultation with the Wholesale Advisory Committee, require a Surcharged System to install meters of sewage actually delivered to the County Southeast Plant and the County Southeast Sewerage System, in which case the amount of actual Sewage delivered to County Southeast Plant and the County Southeast Sewerage System shall be the basis for any Sewer User Fees due from such Surcharged System.

#### 6.11 Supplemental Connection Fees.

Notwithstanding the fact that a Customer has previously paid a Connection Charge, the County reserves the right to impose a "**Supplemental Connection Fee**" upon such Customer in accordance with regulations of the IEPA or County Sewer Ordinances applicable to Customers located within the Southeast 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 Municipality 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), the Municipality and such Customer 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 6.11 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.

## ARTICLE VII

### OWNERSHIP AND MAINTENANCE

#### 7.1 County Southeast Sewerage System.

The County shall retain ownership of all Sewers and other facilities in the County Southeast Sewerage System that it now owns, or that it may in the future construct (including the Force Main Connection), or that it may in the future accept dedication of from the Municipality or any other person or entity. The County shall maintain and operate the County Southeast Sewerage System and shall bear all risk of loss or damage to each element of said System, all at its sole cost.

#### 7.2 Municipal Sewage Collection System.

The Municipality shall retain ownership of all Sewers and related facilities in the Municipal Sewage Collection System that it now owns or that it may in the future construct, or that it may in the future accept dedication of from any person or entity, including but not limited to any future extensions thereto that are now located or that may be located within the Municipality. The Municipality shall maintain and operate the Municipal Sewage Collection System and shall bear all risk of loss or damage to said system, all at its sole cost.

## 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 Municipality facilities being installed and maintained pursuant to this Agreement:

1. The County shall file, and the Municipality shall support, any application that may be required to amend the Illinois Water Quality Management Plan with respect to the development of the County Southeast Sewerage System consistent with this Agreement.
2. The Municipality shall file, and the County shall support, any application that may be required to amend the Illinois Water Quality Management Plan with respect to the development of the Municipal Sewage Collection System consistent with this Agreement.
3. Neither the Municipality nor the County shall file or support any

application to amend, and the County and the Municipality shall undertake joint and cooperative action to oppose and object to any third-party petition to amend, the Illinois Water Quality Management Plan or the Areawide Water Quality Management Plan for Northeastern Illinois that would have the effect of preventing the Municipality and the County from providing Sanitary Sewer Service to the any lot, parcel, or tract within the Municipal Service Area, in the manner provided by this Agreement. For purposes of this Clause 9.1(3), 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.

## 8.2 Exceptions.

Nothing in Section 8.1 of this Agreement shall require the County or the Municipality 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 such party approved by formal action of its corporate authorities prior to the Effective Date of this Agreement.

## ARTICLE IX

### OTHER CONTRACTS AND SERVICE

#### 9.1 County Rights.

A. In General. 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 pursuant to this Agreement; provided, however, that nothing in this Agreement shall be construed to require the County to provide Sanitary Sewer Service to any area of the Municipality not located within the Municipal Service Area.

B. "Most Favored" Terms. The County agrees that, should it enter into an agreement with other persons, natural or corporate private or public, to perform services similar to those to be performed pursuant to this Agreement within the Southeast Regional Area (a "**Wholesale Agreement**") after the approval of this Agreement, that it shall provide a copy of such Wholesale Agreement to the Municipality. Within thirty (30) days of receipt of the Wholesale Agreement, the Municipality must notify the County of any provisions within such Wholesale Agreement that the Municipality believes are applicable to the Municipality and desirable to incorporate into this Agreement (a "**Requested Amendment**"). Such Requested Amendments identified on Exhibit H to this Agreement shall automatically be deemed incorporated into and made a part of this Agreement, unless, within thirty (30) days of receiving notice from the Municipality, the County shall notify the Municipality of any disagreement whether the Requested Amendments fall within the categories identified in Exhibit H. If the parties disagree over whether a Requested Amendment is within a category identified in Exhibit H, they shall meet to confer regarding the applicability or inapplicability of the Requested Amendment to the terms of service and obligations under this Agreement. In the absence of any objection to a Requested Amendment, or after determining that a Requested Amendment is appropriate following conferral, the Municipality and County shall prepare and execute or cause to be executed a written amendment to this Agreement to incorporate all applicable Requested Amendments without formal action of the corporate authorities of the County or the Municipality. For purposes of this Section 9.1.B only, the County Director of Public Works may bind the County and the Municipality Manager may bind the Municipality. Should the County be a party to litigation, the outcome of which invalidates any provision of a Wholesale Agreement, the



offending provision will be treated as a Requested Amendment and automatically be deemed incorporated into and made part of this Agreement.

9.2 **Municipal Acknowledgements.**

The Municipality acknowledges and agrees that: (i) the County's obligation to provide Sanitary Sewer Service to the Municipality arises from this Agreement; (ii) the County does not act or operate as a public or private utility; (iii) the County does not act or operate in a business or proprietary capacity in providing Sanitary Sewer Service to lots, tracts, parcels, or areas within the Municipal Service Area; (iv) 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 Service to any lot, tract, parcel, or area other than lot, tracts, parcels, or areas located within the Municipal Service Area; (v) the County's obligation to provide Sanitary Sewer Service to lots, tracts, parcels, or areas within the Municipal Service Area is the sole contractual obligation set forth in this Agreement; and (vi) except as otherwise expressly provided in his Agreement, the County shall have no obligation to amend the terms of this Agreement including without limitation the boundaries of the Municipal Service Area.

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 Municipality, to provide Sanitary Sewer Service to parties other than the Municipality on such terms and conditions as the County may, in its sole discretion, determine to be appropriate, including, without limitation, Sanitary Sewer Service utilizing the County Southeast Sewerage System; provided, however, that the County shall not provide Sanitary Sewer Service within the Municipal Service Area except in accordance with the terms and conditions of this Agreement.

9.4 **No Third-Party Beneficiaries.**

Nothing in this Agreement shall create, or be construed or interpreted to create, any third-party beneficiary rights, except as expressly provided herein.

## ARTICLE X

### **LEGAL RELATIONSHIPS AND REQUIREMENTS**

10.1 **Exhibits.**

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

10.2 **Entire Agreement; Supersedence of Prior Sewage Agreement.**

There are no representations, covenants, promises, or obligations not contained in this Agreement that form any part of this Agreement or upon which either of the parties is relying in entering into 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 Municipality.

#### 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 provision of this Agreement.

#### 10.5 **Interpretation and Severability.**

It is the intent of the County and the Municipality 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, 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 Municipality.

#### 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 Southeast Sewerage 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 Municipality. The Municipality 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 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 Municipality, which consent may be withheld in the sole and unfettered discretion of the Municipality.

#### 10.8 **Effective Date and Term.**

A. **Effective Date.** This Agreement shall take effect as of the date first above written when executed by the duly authorized representatives of the County and the Municipality.

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; Timing.**

A. **Manner of Notification.** 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 60065  
Attn: County Administrator  
E-Mail: \_\_\_\_\_  
and

Lake County Department of Public Works  
650 Winchester Road  
Libertyville, Illinois 60046  
Attn: Director of Public Works  
E-Mail: \_\_\_\_\_

For notices and communications to the Municipality:

Village of Buffalo Grove  
50 Raupp Boulevard  
Buffalo Grove IL 60089  
Attn: Village Manager  
E-Mail: \_\_\_\_\_

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.

B. **Time for Action.** Whenever any action is required pursuant to this Agreement, "days" shall be based on calendar days; provided, however, when the last day for action falls on a Saturday, Sunday, or Federal holiday, the time for action shall be the following calendar day.

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 and 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 Municipality nor the County 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. Enforcement actions arising from the County Sewer Ordinances or to collect Connection Charges or Sewer User Fees due under this Agreement shall not be actions for monetary damages.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written.

VILLAGE OF BUFFALO GROVE

By: Beverly Susman  
Village President

ATTEST:

David M. Swoboda  
Village Clerk

COUNTY OF LAKE

By: \_\_\_\_\_  
Chairman, Lake County Board

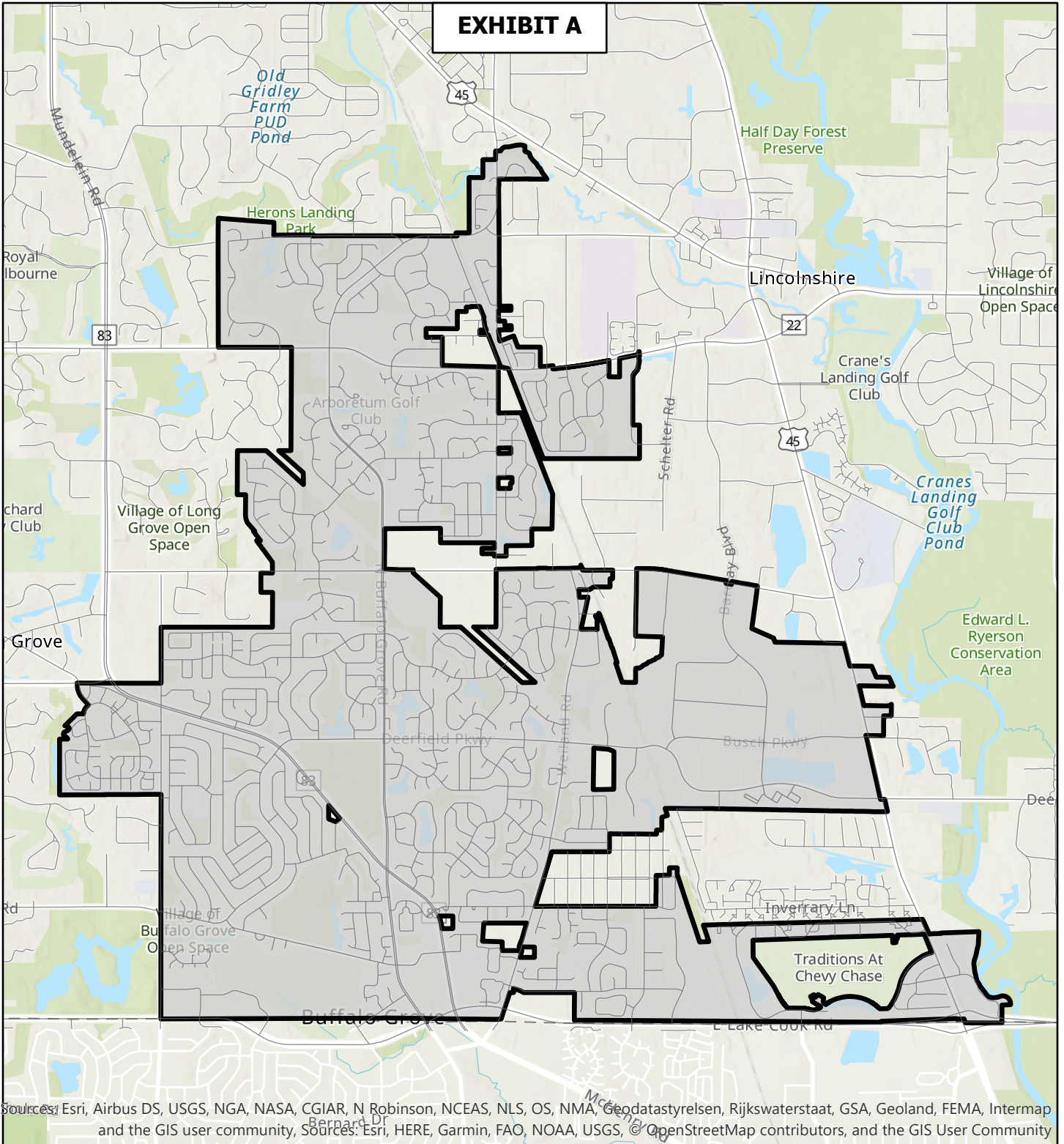
ATTEST:

\_\_\_\_\_  
County Clerk

**EXHIBIT A**

**Municipal Service Area**

**EXHIBIT A**

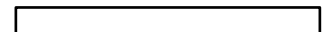


Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

**Municipal Service Area  
Village Of Buffalo Grove**



1



Miles

Aug 14, 2019



 MUNICIPAL SERVICE AREA

## EXHIBIT B

### **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.

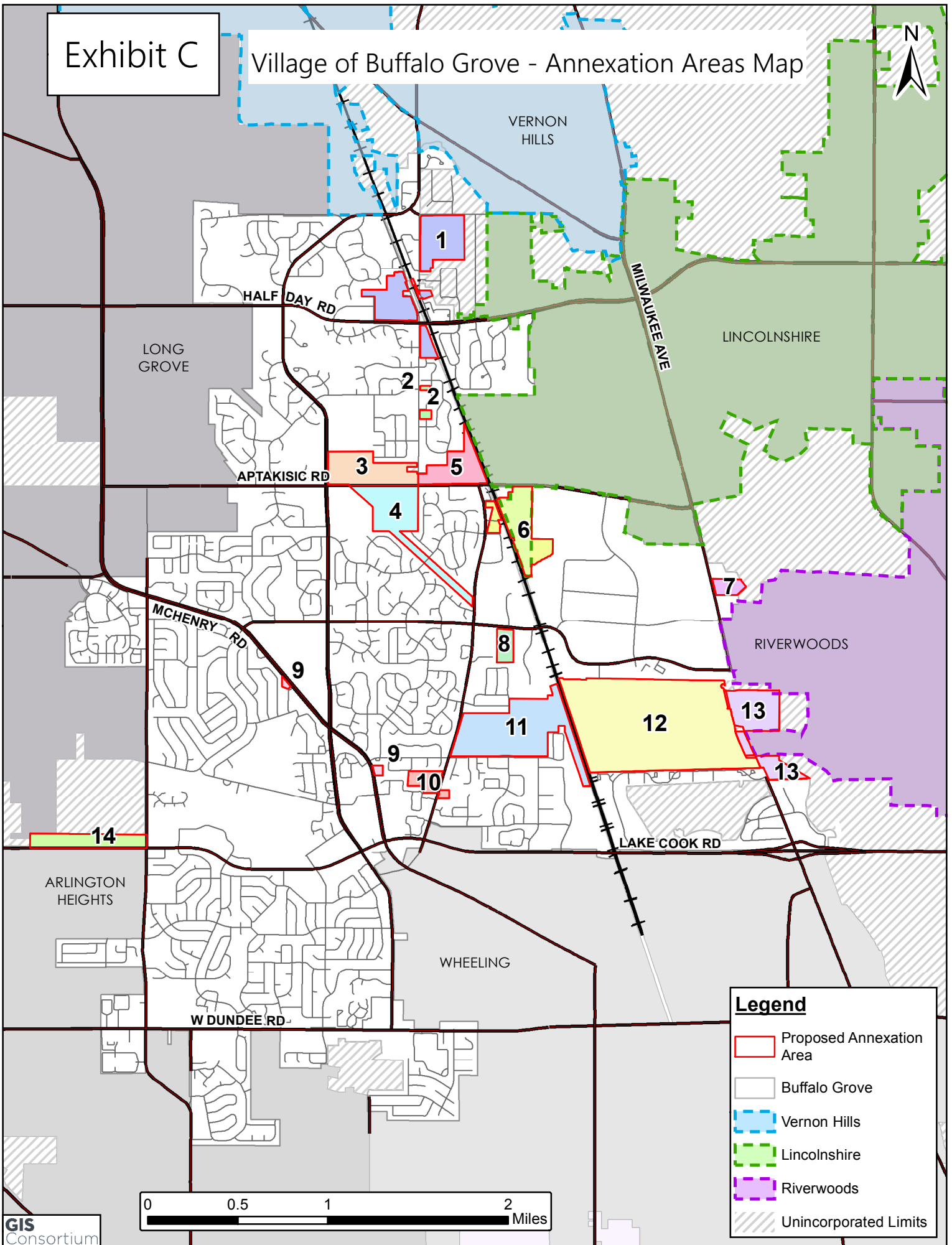
Approved by PWT Committee Action on December 2, 2015.

**EXHIBIT C**

**Conditional Expansion Areas**

# Exhibit C

## Village of Buffalo Grove - Annexation Areas Map



**Legend**

- Proposed Annexation Area
- Buffalo Grove
- Vernon Hills
- Lincolnshire
- Riverwoods
- Unincorporated Limits

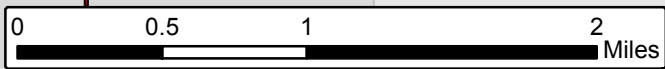


EXHIBIT C-1

Expansion Parameters

# EXHIBIT C-1

## Population Equivalent Calculations for Future Annexation Areas - Village of Buffalo Grove

Area No.	Title	Total Acreage	Residential Acreage	Multi-Family Units	Townhome/ Rowhome	Single-Family Detached Home	Commercial Acreage	Commercial/ Retail SF	Industrial Acreage	Office SF	PE
<b>Area 1</b>	<b>Prairie View</b>	<b>81.30</b>									<b>1,979.80</b>
	North Subarea					58					429.50
	Central Subarea			332		87		35,000			1,224.00
	South Subarea			39		64		16,000			326.30
<b>Area 2</b>	<b>Prairie Road Properties</b>	<b>2.88</b>									<b>29.00</b>
			2.88								29.00
<b>Area 3</b>	<b>North Side Aptakisic Road Properties (Didier Farms)</b>	<b>48.89</b>									<b>595.00</b>
			38.89	50	120		10.00	80,000			595.00
<b>Area 4</b>	<b>South Side of Aptakisic Road</b>	<b>60.48</b>									<b>950.40</b>
			54.48		217	54	6.00	48,000			950.40
<b>Area 5</b>	<b>Prairie / Weiland Connector</b>	<b>34.20</b>									<b>563.20</b>
	Commercial						3.00	24,000			55.20
	Central and Eastern Residential		20.36		81						313.00
	Western Cluster Townhomes		10.84		65	20					195.00
<b>Area 6</b>	<b>Industrial Drive / Depot</b>	<b>51.18</b>									<b>440.64</b>
	Small Commercial Portion						3.00	24,000			55.20
	Industrial								48.18		385.44
<b>Area 7</b>	<b>Northern Milwaukee Avenue Properties</b>	<b>4.00</b>									<b>18.40</b>
	Western Commercial						4.00	8,000			18.40
<b>Area 8</b>	<b>Concrete Erectors Property</b>	<b>10.77</b>									<b>86.16</b>
	Concrete Erectors Property								10.77		86.16
<b>Area 9</b>	<b>Route 83 Properties</b>	<b>2.98</b>									<b>51.00</b>
	Route 83 Properties		2.98		17						51.00
<b>Area 10</b>	<b>Schwaben Center</b>	<b>13.51</b>									<b>228.00</b>
	East Residential		2.00			6					21.00
	West Residential		11.51		69						207.00
<b>Area 11</b>	<b>Horatio Gardens Subdivision</b>										
	Horatio Gardens Subdivision										
<b>Area 12</b>	<b>Pekara</b>										
	Pekara										
<b>Area 13</b>	<b>Southern Milwaukee Avenue Properties</b>	<b>62.89</b>									<b>1,602.00</b>
			32.89	300	100		30.00	240,000			1,602.00
<b>Area 14</b>	<b>NW Corner Lake Cook Road and Arlington Heights R</b>	<b>34.54</b>									<b>635.54</b>
							34.54	276,320			635.54
<b>Total (Areas 1-10 and 13-14)</b>		<b>407.62</b>	<b>176.83</b>	<b>721.00</b>	<b>878.00</b>	<b>176.00</b>	<b>90.54</b>	<b>751320.00</b>	<b>58.95</b>	<b>0.00</b>	<b>7179.14</b>

EXHIBIT D

Form of Bi-Monthly Invoice Report

**EXHIBIT D**

LAKE COUNTY: SEWER USAGE & FEE SUMMARY REPORT												
Village or Agency :												
Invoice Date:		Billing Period:		to		Amount Paid:		Check #:				
Type	Service Area	Number of Accounts						Usage (in 1000 GL)			County Sewer Rate	Extension Amount due Lake County
		Previous		New Additions		Current Total		Water		Sewer Usage		
		Accts	RCE	Accts	RCE	Accts	RCE	Irrigation	Non-Irrigation			
Residential		-	-	-	-	-	-	-	-	-	\$ -	\$ -
Commercial		-	-	-	-	-	-	-	-	-	\$ -	\$ -
Industrial		-	-	-	-	-	-	-	-	-	\$ -	\$ -
Adjustments		-	-	-	-	-	-	-	-	-	\$ -	\$ -
Other												
<b>Total:</b>						-	-	<b>Total:</b>			-	\$ -
Report prepared by:							Lake County Public Works, Attn: Finance Manager					
Phone:							650 West Winchester Road					
Date:							Libertyville IL 60048-1391					
							Phone:	847-377-7500				
Account:				Vendor No.:				Fax:	847-984-5560			
Description:				Amount:	\$ -			Email:	<a href="mailto:pwfinancedivision@lakecountyil.gov">pwfinancedivision@lakecountyil.gov</a>			
Sign-Off:				Finance Director Review:								

**Supporting Documentation Checklist (indicate attachment of the following):**

	Billing Register (final / totals page)
	Adjustment data - Log / Report(s), Form(s)
	Credit Log (including summary of summer sewer credit issued)
	New Connections Summary (including new additions to and deletions from the customer list)
	RCE calculation spreadsheet (containing all commercial accounts and the corresponding RCE calculation)



[Type here]

**EXHIBIT E**  
**Sewer Use Coefficients**

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## EXHIBIT E

### Schedule of Sewer Use Coefficients

Use	Lake County Public Works	
	Coef	GPD per
Auto Dealer	0.14	square ft
Bank	0.1	square ft
Barber Shop	54.6	barber chair
Beauty Shop	250	wash station
Bowling Alley	133	alley
Bus/Rail Depot	3.33	square ft
Car Washes	3600	Car wash stall
Churches	5	seat
College Resid.	100	student
Dialysis Center	280	station
Drive-In Movies	5	car stall
Drive-In Restaurant	100	car stall
Elder Care Institution 1 bedroom	200	unit
Elder Care Institution 2 bedroom	250	unit
Elder Care Nursing Home	125	bed
Firehouse	250	firehouse
Fleet Service Garage, no retail gasoline sales, no washes	0.1	square ft
Fraternal Org, Elk Club etc	0.3	square ft
Golf-Swim Clubs	0.3	square ft
Grocery	0.1	square ft
Health Club, YMCA	0.3	square foot
Hospitals	250	bed
Hotels/ Motels	0.256	square ft
Jail & Prison	133	person
Laundromats	175	washing machine
Laundry/ Dry Cleaner	0.253	square ft
Medical Offices Dentist/Doctor	0.3	square ft
Medical Offices General	0.1	square ft
Motels - Extended Stay	0.256	square ft
Motels - Extended Stay - 2 BR,3BR	250	unit
Nail Salon	120	pedicure station
General Entertainment	1.33	occupant
Office, Large >10,000 sf	0.1	sf +mech @.03 +25/café seat
Office, Small	0.1	square ft
Restaurant bar seats	15	seat
Restaurant w/dinnerware	25	seat
Restaurant w/o dinnerware	15	seat

Restaurant, outside seats, dinnerware	10.4	seat
Restaurant, outside seats, w/o dinnerware	6.25	seat
Fast Food Restaurant, large Chain	2000	unit
Fast Food Restaurant, small chain	625	unit
Retail space <=100,000 sf	0.1	square ft
Retail space >100,000 sf	0.05	square ft
School - Elem	3.83	student
School - High	8.02	student
Gas Station Gas/Food w/o car wash	0.2	inside square foot
Self Storage Facility	250	facility
Strip Mall	0.2	square ft
Swimming Pool, Private	2.5	person
Theaters	3.33	seat
Warehouse	0.025	square ft

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**EXHIBIT F**  
**Financial Statement Categories**

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## EXHIBIT F

### Financial Statement Categories

#### **OPERATING REVENUES**

Wholesale sewer charges

#### **TOTAL REVENUES**

#### **OPERATING EXPENSES**

Personnel services

Salaries and wages

Pension- IMRF and social security

Total personnel services

Commodities

Office supplies and maintenance

Housekeeping supplies

Gasoline

Building and ground supplies

Operational supplies

Chemical supplies

Uniform

Medical supplies

Non capital equipment and Improvements

Miscellaneous

Total commodities

Contractual

Insurance

Employees' life, health and dental

Unemployment and worker's compensation

Miscellaneous benefits

Gas (utility)

Electricity

Telephone and telemetry

Wholesale sewerage treatment

Vehicle maintenance

Buildings and equipment maintenance

Equipment rental

Disposal service

Miscellaneous

Total contractual

Total operating expenses

Operating income-excluding depreciation

**NON-OPERATING EXPENSES**

Interest expense

Amortization of bond issuance costs

Total non-operating expenses

Income before contributions, transfers, and other items

**ADJUSTMENTS**

Capital contributions- connection fees

Capital expenditures

Forecasted annual improvement costs

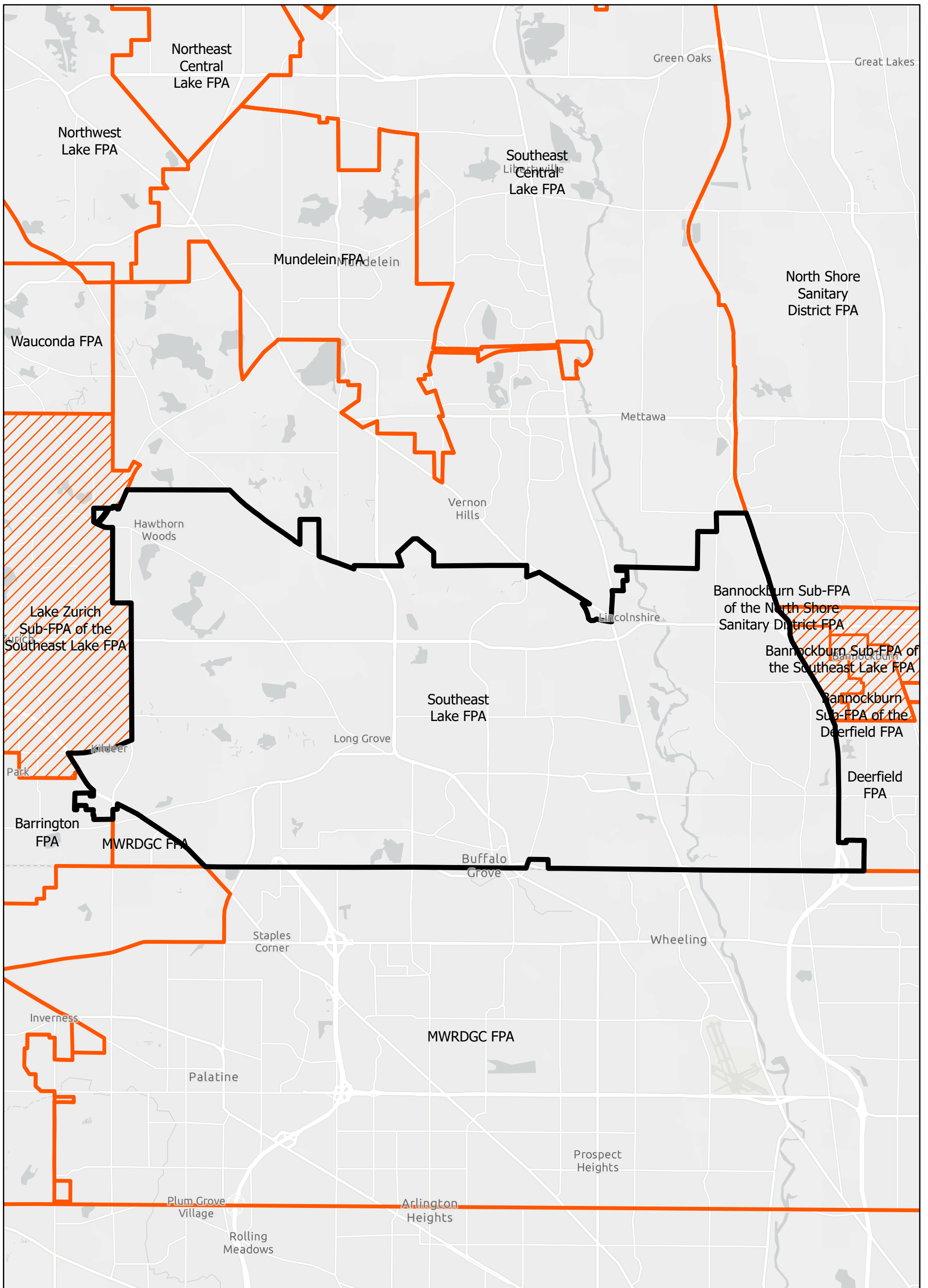
**NET INCREASE OR (DECREASE) TO RESERVE FUND**

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**EXHIBIT G**

**Southeast Regional Area (Facilities Planning Area)**




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### EXHIBIT G - Southeast Lake FPA



Department of Public Works  
 650 West Winchester Road  
 Libertyville, Illinois 60048  
 (847)377-7500

-  Southeast Lake FPA
-  FPA
-  Sub-FPA



0 0.5 1 Miles

## EXHIBIT H

### Requested Amendment Categories

County Obligations to operate and maintain the County Sewerage System under Section 3.1
Process for waiving Municipality obligations under Section 3.2
Limited right to use other facilities under Section 3.3.A
Expansion request process under Section 3.3.B
Septic system regulations under Section 3.3
Other agreements and Laws under Section 3.4
Permitted extensions and enlargements, standards for extensions or enlargements, County obligations with respect to extension and enlargement, and expansion limitations under Section 4.2.A-D.1
Conditions and limitations under Section 5.1-5.3
Applicable charges and fees under Article VI, except any payment arrangements for existing balances due or fee reimbursements that are specific to a particular Wholesaler.
FPA Amendments under Section 8.1(3)
Legal relationships and requirements in Article X