

**FIRST AMENDMENT TO AGREEMENT FOR SEWAGE DISPOSAL**

THIS FIRST AMENDMENT TO AGREEMENT FOR SEWAGE DISPOSAL (the "First Amendment"), made and executed this 18th day of February, 2026, between the NORTH SHORE WATER RECLAMATION DISTRICT (the "District"), and the COUNTY OF LAKE, Illinois, (the "County").

**WITNESSETH:**

WHEREAS, the County is a body politic and corporate and a unit of local government in the State of Illinois established and existing under the Illinois Counties Code, 55 ILCS 5/1-1001 *et seq.*; and

WHEREAS, the District is an Illinois body politic and corporate and a unit of local government in the State of Illinois established and existing under the North Shore Water Reclamation District Act, 70 ILCS 2305/0.1 *et seq.*; and

WHEREAS, the County and the District wish to provide continued sewage disposal and sewage treatment services to the residents of the County, that are not located within the corporate boundaries of the District, but that are residing within the Northeast Central Service Area and are currently receiving sewage treatment and disposal services from the District pursuant to that Agreement for Sewage Disposal that the County and the District entered and became effective November 1, 2015. The Agreement for Sewage Disposal has been in effect for 10 years since that date and may be renewed by mutual agreement for an additional 10 years; and

WHEREAS, the District has expressed interest in extending the term of the Agreement to support its long-range plan for financing, design and construction of the next generation of biosolid solutions for the benefit of District customers as well as residents throughout the Northeast Central Service Area; and

WHEREAS, the County proposes to execute the renewal provision of the Agreement to extend the current term by 10 years; and

WHEREAS, the County and the District wish to amend the Agreement to ensure continued sewage treatment and disposal services within the Northeast Central Service Area in accordance with the Agreement and this First Amendment; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

**SECTION 1: General**

- A. Recitals. The foregoing recitals are incorporated into and made a part of this First Amendment, as if fully set forth here.
- B. Definitions. Unless specifically provided otherwise in this First Amendment, the words and phrases in this First Amendment shall have the meanings described to

them in the Agreement.

- C. Under Agreement Section 7.8, the District and the County renew the Agreement for an additional 10 years, subject to the modifications noted below.
- D. Effect of First Amendment. Except to the extent expressly modified in this First Amendment, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

**SECTION 2: Amendment to Article III of the Agreement.**

Article III of the Agreement, entitled “Charges for Sewage Treatment”, is hereby amended for services provided on and after May 1, 2026 to Northeast Central Service Area users as follows:

3.2. **Treatment Service Payment.**

B. Basic Amount. Except with respect to Categorical/Significant Users, the County agrees to pay District a monthly TSP based on a Sewage charge and a tax charge as set forth in the following formula:

$$TSP = F + (0.95T)$$

Where “F” is the component based on the following:

$$F = (W^1 \times 1.2R^1) + (W^2 \times 1.2R^2) + \dots (W^n \times 1.2R^n)$$

Where:

$W^n$  is one-third of the most recent quarterly metered water usage for each particular County Customer in the County Northeast Central Service Area, and

The entire quarterly metered water usage, as divided, shall be billed and shall not be replaced by a newer quarterly metered water usage until each third of the quarterly metered water usage has been billed. To the extent that water usage information is provided to the District on a more frequent than quarterly basis,  $W^n$  shall be determined based on the information so provided (i.e., monthly bills will be applied fully for the month in question; bi-monthly bills will be divided equally over two months of invoices), and

$R^n$  is the applicable Sewer User Fee for each particular County Customer in the County Northeast Central Service Area based upon (i) the then-applicable Sewer User Fees that would be applied to a comparable District Customer located within the corporate limits of the District as set forth

as of the Effective Date in Section 3.2 of the District's Fee Ordinance (or any amendment or successor provision thereto)(the "***District Rate Classifications***"), and (ii) such other charges applicable to a comparable District Customer located within the corporate limits of the District as set forth in the District Sewer Ordinances; and

Where "T" is the tax component based on the following:

$$T = (1/12)(V \times L)$$

Where:

V is the equalized assessed valuation as of January 1 of each year of all properties for which sewage is transported via the County Interceptor to the District Gurnee Facility, and

L is the tax levy rate imposed by the District on the taxable land within the District corporate limits as set forth on the most recently issued tax bills as of January 1 of each year.

The "T" value shall be reviewed and adjusted annually, with any adjusted T value taking effect as of June 1 of each year.

**SECTION 3: Continued Effect.** Except as specifically amended herein, the Agreement shall remain in full force and effect for 10 years through April 30, 2036.

*[Signature page to follow.]*

IN WITNESS WHEREOF, the County and the District have, by their duly authorized officers, set their hands and affixed their seals on the date first above written.

COUNTY OF LAKE

BY: \_\_\_\_\_  
Chair, Lake County Board Date

ATTEST:

\_\_\_\_\_  
County Clerk Date  
(SEAL)

NORTH SHORE WATER  
RECLAMATION DISTRICT

BY: *Sam Price* February 18, 2026  
District President Date

ATTEST: *Vanessa Blum* February 18, 2026  
District Secretary Date  
(SEAL)